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Chemtrac
SF/HCH Part 1 of 2

08-37528 1198010003
Chemeta
SF Tech
131 South Dearborn Street

SEYFARTH
ATTORNEYS SHAW LLP

Writer's direct phone
(312) 460-5813

Writer's e-mail
aperellis@seyfarth.com

Suite 2400
Chicago, Illinois 60603
(312) 460-5000
fax (312) 460-7000
www.seyfarth.com

April 28, 2008

VIA FACSIMILE (217) 782-3397 (W/O ENCL.)
AND U.S. MAIL

Ms. Erin Rednour, Remedial Project Manager
Illinois Environmental Protection Agency
1021 North Grand Avenue East, Mailcode 24
P.O. Box 19276
Springfield, Illinois 62794-9276

RECEIVED

APR 30 2008

IEPA-BOL-FSRS

Re: MetalStamp, Inc. - Response to Information Request Relating to Chemetco Site

Dear Ms. Rednour:

Please find enclosed MetalStamp, Inc.'s narrative response and supporting documentation responsive to the Illinois EPA's Request for Information, dated February 22, 2008. Please direct future correspondence related to this matter to counsel for MetalStamp, Inc., Seyfarth Shaw LLP, 131 S. Dearborn St., Suite 2400, Chicago, Illinois 60603.

Very truly yours,

SEYFARTH SHAW LLP

Andrew Perellis

Andrew H. Perellis

cc: Ann Anderson, Techlaw (via U.S. Mail w/encl.)
Tom Skibinski

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FEB 24 2009

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*** TRANSMISSION REPORT ***

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SEYFARTH SHAW LLP <small>ATTORNEYS</small>		<small>101 South Dearborn Street Suite 2000 Chicago, Illinois 60606 Tel: 312.468.7888 Fax: 312.468.7888 www.seyfarth.com</small>	
Facsimile Transmission			
Date: April 28, 2008			
RECIPIENT Mr. Eric Rodenhorst	COMPANY U.S. Environmental Protection Agency	PHONE NO.	FAX NO. (312) 557-1165
FROM: Andrew H. Perslin PHONE: (312) 460-5813 RE: MetalRamp, Inc. - Response to Information Request Regarding to Chasmarish Site			
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**RESPONSE OF METALSTAMP INC.
TO INFORMATION REQUEST FROM
ILLINOIS ENVIRONMENTAL PROTECTION AGENCY
REGARDING THE CHEMETCO SITE
HARTFORD/MADISON COUNTY, IL**

RECEIVED

APR 30 2008

PRELIMINARY STATEMENT

IEPA-BOL-FSRS

Metalstamp Inc. ("Metalstamp") provides this response to a request for information that the Illinois Environmental Protection Agency ("IEPA") sent to Metalstamp dated February 22, 2008, under purported authority of Section 4(e) of the Illinois Environmental Protection Act, and under Section 104(e) of CERCLA.

Objections

Metalstamp objects to this information request, including the instructions thereto, to the extent that the Request and/or Instructions exceeds IEPA's authority, or is otherwise unreasonable, arbitrary, or excessive, including without limitation, the following:

- a. IEPA does not state that it is acting pursuant to a cooperative agreement under CERCLA Section 104(d)(1), which would provide the State with authority under Section 104(e). Notwithstanding the apparent lack of authority, Metalstamp responds as if such authority did exist.
- b. The Request purports to require a response based on information that Metalstamp neither possesses or controls, including but not limited to information in the possession custody or control of third-parties.
- c. The Requests are overly broad and unduly burdensome.
- d. Metalstamp objects to the extent any information sought seeks disclosure of information or documents protected by attorney-client or attorney work-product privileges.

Information Request

Without waiving or limiting its objections, Metalstamp responds to IEPA based on information currently available to it. Metalstamp's investigation is ongoing and Metalstamp may supplement this Response if additional relevant information or documents are located.

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FEB 24 2009

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Questions

Without waiving or limiting its objections, Metalstamp responds to IEPA based on information currently available to it. Metalstamp's investigation is ongoing and Metalstamp may supplement this Response if additional relevant information or documents are located.

1. Identify the person(s) answering this Information Request on behalf of the Respondent.

RESPONSE: Tom Skibinski and Jack Gockman answered this Information Request on behalf of MetalStamp, Inc.

2. Identify all person(s) consulted in the preparation of the answers to these questions.

RESPONSE: Tom Skibinski, Jack Gockman, and Jim Frieders were consulted in preparing answers to this Information Request.

3. Identify the parent corporation and all subsidiaries of the Respondent.

RESPONSE: Not applicable.

4. Identify all documents consulted, examined, or referred to in the preparation of the answers to these questions, and provide copies of all such documents.

RESPONSE: In preparing answers to this Information Request, MetalStamp, Inc. consulted material safety data sheets for materials purchased by Chemetco, checks and check stubs reflecting payment for materials by Chemetco, and shipping documents (packing slips and bills of lading) for materials purchased by Chemetco.

5. If you have reason to believe that there may be persons able to provide a more detailed or complete response to any question or who may be able to provide additional responsive documents, identify such persons. Provide the current or most recent known address and telephone number of each individual identified.

RESPONSE: Jack Henry, formerly of Chemetco, would have more detailed information responsive to this Information Request.

6. Describe your company's business activities which resulted in sending material to the Chemetco Site.

RESPONSE: MetalStamp, Inc. owns and operates a metal stamping facility at 24219 Northern Illinois Drive in Channahon, Illinois 60410. The facility produces stampings for the automotive industry. MetalStamp sold scrap from its metal stamping processes to Chemetco.

7. Identify all persons having knowledge or information about the generation, transportation to, treatment, disposal, or other handling of hazardous substances (including materials containing lead, cadmium, boron, copper, iron, manganese, mercury, nickel, selenium, sulfate, zinc or other heavy metals), by you, your contractors, subcontractors or by prior owners and/operators which relates or may relate to the Chemetco Site, including but not limited to persons who arranged for disposal of or transported hazardous substances to the Chemetco Site.

RESPONSE: Tom Skibinski and Jack Gockman have such knowledge. See also Responses to Request Nos. 6 and 9.

8. Describe your policies and procedures for the handling, treatment, storage and/or disposal of hazardous substances encountered in the course of your activities at the Site. Provide copies of records relating to this policy as well as to its implementation.

RESPONSE: MetalStamp conducted no activities at the Chemetco Site. Chemetco would purchase and pick up scrap metal directly from MetalStamp's facility.

9. Identify all individuals who currently have, or who previously had, responsibility for your company's environmental matters (e.g., responsibility for the disposal, treatment, storage, recycling, or sale of your company's wastes,

scrap materials and/or recyclable materials). For each, indicate the dates of the individual's employment and the nature of the individual's duties and responsibilities, and a description of the type of environmental information that the individual would possess.

RESPONSE: Tom Skibinski and Jack Gockman are responsible for MetalStamp's environmental operations. Mr. Skibinski is the Vice President of Operations, and has been employed with MetalStamp since 1996. Mr. Gockman is the facility's Production Manager, and has been employed with MetalStamp since 1985.

10. Provide all information in your possession that shows that you were in compliance with applicable federal environmental regulations or standards regarding the recycling of materials, particularly Section 127 of CERCLA, 42 U.S.C. 9627, sent to the Chemetco Site.

RESPONSE: MetalStamp objects to this Request on the grounds that it is vague, overly broad, and calls for legal conclusions. Without waiving these or any objections, see Response to Request No. 28.

11. Was any shipment of material sent to the Chemetco Site ever refused and/or returned? If so, describe this event in detail, including its cause and outcome.

RESPONSE: Based on present information, no.

12. Was any material shipment sent to the Chemetco Site ever subject of a change in payment terms because of increase of handling costs or any problem with the material sent to the Site? If so, describe this event in detail, including its cause and outcome.

RESPONSE: Based on present information, no.

13. Provide copies of the Material Data Safety Sheets for any materials disposed of or shipped to or stored at the Chemetco Site.

RESPONSE: Responsive documents are attached.

14. Have you ever received a formal Information Request [similar to this one] from local, state or federal government concerning the recycling of materials at other scrap yards? Provide a copy of the Request and your response.

RESPONSE: No.

15. Specify whether your company was ever the subject of legal action by any party, including the government, by virtue of your transportation of hazardous substances or other waste materials to the Site. If so, describe in detail and provide any records associated with such legal action.

RESPONSE: MetalStamp, Inc. has not been subject to the described legal activity.

16. Identify all liability insurance policies held by Respondent from the period you transported materials or other waste materials to the Site. In identifying such policies, state the name and address of each insurer and of the insured, the amount of coverage under each policy, the commencement and expiration date for each policy, whether or not the policy contains a "pollution exclusion" clause, and whether the policy covers or excludes sudden, non-sudden, or both types of accidents. Provide complete copies of all relevant insurance policies.

RESPONSE: At all times relevant to this Request, MetalStamp was insured under a comprehensive insurance policy issued by General Casualty Insurance Companies, 1125 Kiwanis Drive, Freeport, Illinois 61032, Policy No. CCI 0135138. Responsive documents are attached.

17. List all USEPA, RCRA and State of Illinois Identification Number(s) of your company.

RESPONSE: ILR000002063 (RCRA); 197020534 (U.S. EPA).

18. Identify all transactions or agreements for disposal in which your company disposed of, arranged for the disposal or treatment of, transported, or arranged for the transportation of any material or item, scrap materials, waste materials to

the Site (including but not limited to drosses, slags, sludges, powders, or combustible materials). In addition:

- (a) Identify whether the materials were sent pursuant to a contractual arrangement and, if so, describe the terms of that arrangement.
- (b) Identify whether the materials were delivered directly to the Chemetco site or were trans-shipped there from another intermediate delivery point. If applicable, describe each such delivery point.
- (c) Identify the persons involved in sending such material to the Site.
- (d) State the dates on which each such persons may have transported or delivered for transport such material.
- (e) Describe the source of or the process that produced the materials.
- (f) Describe the materials or items, including type of material, chemical content, physical state, quantity by volume and weight, and other characteristics.
- (g) Describe the nature, including the chemical content, characteristics, physical state (e.g., solid, liquid) and quantity (volume and weight) of all hazardous substances involved in each such arrangement.
- (h) State whether any of the material was ever tested by your company and if so, whether the hazardous substances exhibited any of the characteristics of a hazardous waste identified in 35 Illinois Administrative Code 721, Subpart C or 40 C.F.R. 261, Subpart C.
- (i) Describe what was done to materials once they were brought to the Chemetco Site, including any further processing of the materials.
- (j) Describe as precisely as possible any and all of the locations at which each hazardous material involved in such transactions actually was disposed or treated.
- (k) Describe any measures taken by the Respondent prior to or during each arrangement to determine the compliance history of the Site where the treatment of disposal would actually take place.

RESPONSE:

- (a) MetalStamp, Inc. did not have any written contracts with Chemetco for the purchase of scrap metal. The price Chemetco

paid for MetalStamp's scrap metal was set based on a formula that was tied to the copper trading market ("COMEX").

- (b) MetalStamp does not possess sufficient information to respond to this inquiry.
- (c) Jack Henry, formerly of Chemetco, was the account representative for MetalStamp. Mr. Henry coordinated the transportation of materials from MetalStamp's facility through Great Lakes Transportation, which was Chemetco's carrier of choice.
- (d) Please see attached responsive documents.
- (e) Please see Response to Request No. 6.
- (f) Please see attached responsive documents.
- (g) Please see attached Material Safety Data Sheets. All scrap metal MetalStamp sold to Chemetco was non-hazardous in its solid form.
- (h) MetalStamp did not test any of the materials purchased by Chemetco.
- (i) Please see Response to Request No. 5.
- (j) Please see Response to Request No. 5.
- (k) Please see Response to Request No. 5. Further responding, MetalStamp states that Jack Henry, an agent for Chemetco, represented that Chemetco conducted its operations in compliance with applicable law.

19. Describe in general the types of material that your company arranged for the transportation of or transported for recycling at Chemetco. In your response, please provide answers to the following questions:

- (a) Give the generic name of each type of materials shipped to Chemetco (e.g., scrap metal, batteries, scrap paper, scrap plastic, scrap textile (scrap material), scrap electronic equipment, etc.).
- (b) Specify the quantity (volume and weight) of materials your company sent to Chemetco for recycling on a year by year basis.

RESPONSE:

- (a) Scrap metal.
- (b) Please see attached responsive documents.

20. Provide any additional information and all documents that you believe relate to the type, nature and characteristics of the materials your company sent to the Chemetco Site.

RESPONSE: Please see Response to Request No. 13.

Questions and Requests for Documents Related to Scrap Metal

21. For the following questions which relate to transactions involving scrap metals, provide the requested information, and also provide copies of any documents that contain any information that is related to the response:
- (a) List the years in which your company sent scrap metal to Chemetco and/or broker for recycling. In this list state the type and approximate quantity, volume and weight of scrap metal sent for each year.
 - (b) Did a market exist for the scrap metal listed in your response to 21(a) above? If so, describe the nature of such a market at the time of the transaction (possible uses, possible consumers, etc.) and the source of that commercial specification grade (e.g., Institute of Scrap Recycling Industries, Inc. (ISRI), Department of Defense, or whether your company would find the grade published).
 - (c) What commercial specification grade did the scrap metal listed in your response to question 21(a) meet? Identify/list the commercial specification grades that each scrap metal identified in 21(a) met.
 - (d) At the time of the transaction(s) what was the intended disposition of the scrap metal listed in your response to question 21(a)? Did this include burning as fuel, or for energy recovery, or incineration?
 - (e) After sale, transfer, delivery, or disposal, what portion of the scrap metal listed in your response to question 21(a) was to be made available for use as a feedstock for manufacturing of new saleable products? Explain how the portion identified in this answer was derived or calculated.

- (f) Could the scrap metal listed in your response to question 21(a) have been used as a replacement or substitute for a virgin raw material? If so provide details.
- (g) Could any products made from the scrap metal listed in your response to question 21(a) have been used as a replacement or substitute for a product made, in whole or in part, from a virgin raw material? If so, provide details.
- (h) Did your company melt the scrap metal listed in your response to question 21(a) before it was transported/delivered to the Site? If yes, describe the process used for melting the scrap metal. In addition, explain whether Chemetco ever received for processing "dross" or "skimmings" or "sludges" at the Site.
- (i) Was the transaction between your company and Chemetco: 1) an outright sale; 2) subject to a written verbal "tolling" agreement between the companies; or 3) reflected the "banking" of the transacted material in a metal account at the request of your company for return or other disposition at a later date?
- (j) Describe the source of or the process that produced the materials.

RESPONSE:

- (a) Please see attached responsive documents.
- (b) Yes. Scrap metal is reusable material.
- (c) Specifications for metal alloys are established by the Copper Development Association, or by the materials supplier. The metal alloys that MetalStamp sold to Chemetco met the industry specifications that applied to that particular metal alloy. See attached material safety data sheets.
- (d) It was MetalStamp's understanding that Chemetco intended to refine the scrap metal for reuse. This reuse did not include burning as fuel, for energy recovery, or incineration.
- (e) All of the material MetalStamp sold to Chemetco was available for use as a feedstock for manufacturing new saleable products.

- (f) Yes. The scrap metal MetalStamp sold to Chemetco was commercial grade. The scrap could be melted down without any reformulating or change in chemical composition for use as a raw material.
- (g) Yes. See response to Request No. 21(f).
- (h) No.
- (i) The transactions between MetalStamp and Chemetco were outright sales of scrap metal.
- (j) Please see Response to Request No. 6.

22. Did any of the scrap material sent to Chemetco contain other material(s) incident to or adhering to the scrap? If so, describe in detail.

RESPONSE: No.

23. Did any of the material sent to Chemetco contain wire or wiring? If so, was the wire's insulation first stripped before being shipped to or accepted at Chemetco, after being received at the Site, or was the wire not stripped?

RESPONSE: MetalStamp uses small amounts of wire as a consumable in its Electrical Discharge Machine (EDM). Isolated shipments of scrap sold to Chemetco may have included an incidental amount of brass wire that resulted from the EDM wire being changed out. Based on present information, the wire did not contain insulation.

24. Did the material shipped include drums or shipping containers? If so, specify the generators of the drums or shipping containers, the capacity of such drums or containers and whether such containers ever contained liquid of any sort. If so, specify the type of liquid and whether such liquids contained wastes of any kind.

RESPONSE: Chemetco supplied Gaylord cardboard boxes for collecting and transporting scrap metal.

25. Describe all efforts (i.e., site visits) taken by your company to determine what would be done with the scrap metal identified in your response to question 21(a).

RESPONSE: See Response to Request Nos. 18(c) and 18(k).

26. What steps (e.g., internal procedures, federal, state, and local compliance inquiries) were taken by your company to ensure that Chemetco was in compliance with applicable Federal, State, or local environmental regulations or standards, and any amendments, with respect to scrap metal?

RESPONSE: See Response to Request No. 18(k).

27. Describe the efforts your company undertook with respect to the management and handling of the scrap metal listed in your response to question 21(a), including the extent to which you complied with customary industry practices current at the time of the transaction designed to minimize contamination of the site and/or releases of hazardous substances at the Site.

RESPONSE: MetalStamp collected scrap metal in Gaylord cardboard boxes, which were supplied by Chemetco. The boxes were kept indoors, or in covered trucks, at all times during the collection and transporting process.

28. Provide all information in your possession that shows that your company was in compliance with applicable Federal, State, and local environmental regulations or standards regarding the storage, transport, management, or other activities associated with the recycling of scrap metal listed in your response to question 21(a).

RESPONSE: MetalStamp objects to this Request on the grounds that it is vague, overly broad and called for legal conclusions. Without waiving these or any objections, MetalStamp states that it has no knowledge or information that it was not in compliance with any applicable Federal, State, and local environmental regulations or standards

regarding the storage, transport, management, or other activities associated with the recycling of scrap metal.

Questions and Request For Documents Related to Batteries

29. For the following questions which relate to transactions involving batteries (lead-acid batteries, nickel-cadmium batteries, reject batteries, lithium, and other spent batteries), provide the requested information, and also provide copies of any documents that contain any information that is related to the response:
- (a) Provide an estimate of all shipments of whole batteries sent to the site on an annual basis. In this list, provide an approximation of number of batteries, type of battery (e.g., lead-acid, nickel-cadmium, lithium, reject, or other) and quantity sent.
 - (b) What commercial specification grade did the batteries listed in your response to question 29(a) meet? Identify/list the commercial specification grades that each type of battery identified in question 29(a) met.
 - (c) Did a market exist for the batteries listed in your response to question 29(a)? If so, describe the nature of such market at the time of the transaction (possible uses, possible consumers, etc.) and the source of that commercial specification grade (e.g., Institute of Scrap Recycling Industries, Inc. (ISRI), Department of Defense, or wherever your company would find the grade published).
 - (d) At the time of the transaction, what was the intended disposition of the batteries listed in your response to question 29(a)?
 - (e) What portion of the batteries listed in your response to question 29(a) were to be made available for use as a feedstock for manufacturing new saleable products? Explain how the portion identified in this answer was derived or calculated.
 - (f) Could the batteries listed in your response to question 29(a) have been used as a replacement or substitute for a virgin raw material? If so, provide details.
 - (g) Could any products to be made from the batteries listed in your response to question 29(a) have been used as a replacement or substitute for a product made, in whole or in part, from a virgin raw material? If so, provide details.

- (h) Was the transaction between your company and Chemetco: 1) an outright sale; 2) subject to a written or verbal "tolling" agreement between the companies; or 3) reflected the "banking" of the transacted material in a metal account at the request of your company for return or other disposition at a later date.
- (i) What, if any, components of the whole batteries listed in your response to question 29(a) were removed before transport to the site? Describe what was removed, and where such removal occurred. Include in your description any attempt to remove any hazardous substances (e.g., battery paste/mud, battery acid) from the components.
- (j) Were the components of the whole batteries removed once delivered to the Chemetco Site? Describe the method used to recover the components. Include in your description any attempt to remove any hazardous substances (e.g., battery paste/mud, battery acid) from the components.
- (k) Describe the source of or the process that produced the materials.

RESPONSE:

- (a) Not applicable.
- (b) Not applicable.
- (c) Not applicable.
- (d) Not applicable.
- (e) Not applicable.
- (f) Not applicable.
- (g) Not applicable.
- (h) Not applicable.
- (i) Not applicable.
- (j) Not applicable.
- (k) Not applicable.

30. Describe all efforts (i.e., site visits) taken by your company to determine what would be done with the batteries identified in your response to question 29(a).

RESPONSE: Not applicable.

31. What steps (e.g., internal procedures, federal, state, and local compliance inquiries) were taken by your company to ensure that Chemetco was in compliance with applicable Federal, State, or Local environmental regulations or standards, and any amendments with respect to batteries?

RESPONSE: Not applicable.

32. Describe the efforts your company undertook with respect to the management and handling of the batteries listed in your response to question 29(a), including the extent to which you complied with customary industry practices current at the time of the transaction, designed to minimize contamination of the site and/or releases of hazardous substances at the Chemetco site.

RESPONSE: Not applicable.

33. Provide all information in your possession that shows that you were in compliance with applicable Federal environmental regulations or standards regarding the storage, transport, management, or other activities associated with the recycling of batteries listed in your response to question 29(a).

RESPONSE: Not applicable.

34. For the following questions which relate to transactions involving scrap paper, plastic, glass, textiles or rubber (scrap material), provide requested information, and also provide copies of any documents that contain any information that is related to the response:

- (a) Provide an estimate of all shipments of scrap paper, plastic, glass, textile or rubber in your company sent to Chemetco on an annual basis. In this list, include the type and an estimate of the quantity, volume and weight of scrap material sent to the Site each year.
- (b) What commercial specification grade did the scrap material listed in your response to question 36(a) meet? List/identify the commercial specification grades that each scrap material identified in 36(a) met.

- (c) Did a market exist for the scrap materials listed in your response to question 34(a) above? If so, describe the nature of such market at the time of the transaction (possible uses, possible consumers, etc.) and the source of that commercial specification grade (e.g., Institute of Scrap Recycling Industries, Inc. (ISRI), Department of Defense, or wherever your company would find the grade published).
- (d) At the time of the transaction(s), what was the intended disposition of the scrap material listed in your response to question 34(a)? Did the intended disposition include burning as a fuel, or for energy recovery or incineration?
- (e) After sale, transfer, delivery, or disposal, what portion of the scrap material listed in your response to question 36(a) was to be made available for use as a feedstock for manufacturing of new saleable products? Explain how the portion identified in this answer was derived or calculated.
- (f) Could the scrap material listed in your response to question 34(a) have been used as a replacement or substitute for a virgin raw material? If so, provide details.
- (g) Could any products to be made from the scrap material listed in your response to question 34(a) have been used as a replacement or substitute for a product made, in whole or in part, from a virgin raw material? If so, provide details.
- (h) Describe the source of or the process that produced the materials.

RESPONSE:

- (a) Not applicable.
- (b) Not applicable.
- (c) Not applicable.
- (d) Not applicable.
- (e) Not applicable.
- (f) Not applicable.
- (g) Not applicable.

(h) Not applicable.

35. Describe all efforts (i.e., site visits) taken by your company to determine what would be done with the scrap material identified in your response to question 34(a).

RESPONSE: Not applicable.

36. What steps (e.g., internal procedures, federal, state, and local compliance inquiries) were taken by your company to ensure that Chemetco was in compliance with applicable Federal, State, or Local environmental regulations or standards, and any amendments with respect to scrap material?

RESPONSE: Not applicable.

37. Describe the efforts of your company undertook with respect to the management and handling of the scrap material listed in your response to question 34(a), including the extent to which you complied with customary industry practices current at the time of the transaction designed to minimize contamination of the Site and/or releases of hazardous substances at the Site.

RESPONSE: Not applicable.

38. Provide all information in your possession that shows that you were in compliance with applicable Federal environmental regulations or standards regarding the storage, transport, management, or other activities associated with the recycling of scrap material listed in your response to question 34(a).

RESPONSE: Not applicable.

Questions and Request for Documents Related to Electrical and Electronic Equipment

39. For the following questions which relate to transactions involving electrical and electronic equipment (e.g., transformers, capacitors, white goods, computers or other electrical equipment), provide the requested information, and also provide copies of any documents that contain any information that is related to the response:

- (a) List an estimated number of shipments of electrical and electronic equipment your company sent to Chemetco on an annual basis. In this list, include the following:

- i. the type and quantity, volume and weight of electrical and electronic equipment sent;
 - ii. the amount paid or collected in connection with the transaction for each category of electrical and electronic equipment and the method of payment.
- (b) At the time of the transaction(s), what was the intended disposition of the electrical and electronic equipment listed in your response to question 39(a)? Did the intended disposition include burning as fuel or for energy recovery or incineration?
- (c) Describe the source of or the process that produced the materials.

RESPONSE:

- (a) Not applicable.
 - i. Not applicable.
 - ii. Not applicable.
- (b) Not applicable.
- (c) Not applicable.

40. Describe all efforts (i.e., site visits) taken by your company to determine what would be done with the electrical and electronic equipment identified in your response to question 39(a).

RESPONSE: Not applicable.

41. What steps (e.g., internal procedures, federal, state, and local compliance inquiries) were taken by your company to ensure that Chemetco was in compliance with applicable Federal, State, or Local environmental regulations or standards, and any amendments with respect to electrical and electronic equipment?

RESPONSE: Not applicable.

42. Describe the efforts your company undertook with respect to the management and handling of the electrical and electronic equipment listed in your response to question 39(a), including the extent to which your company complied with

customary industry practices current at the time of the transaction designed to minimize contamination of the Site and/or releases of hazardous substances at the Site.

RESPONSE: Not applicable.

43. Provide all information in your possession that shows that you were in compliance with applicable Federal environmental regulations or standards regarding the storage, transport, management, or other activities associated with the recycling of the electrical and electronic equipment listed in your response to question 39(a).

RESPONSE: Not applicable.

CERTIFICATION OF METALSTAMP INC.

I hereby affirm and certify that the following facts are true to the best of my knowledge and belief:

- (A) I have personally examined and am familiar with the information provided herein.
- (B) All the above answers contained herein are true, complete, and accurate to the best of my information and belief.
- (C) All documents contained herein are complete and authentic, unless otherwise indicated.

Name (Print)

Signature:

Date:

Address

Telephone:

Tom SKIBINSKI

T. Skibinski

3-12-08

24219 NORTON ILLINOIS DR

CHannah IL 60410

815 467-7800

2001

general casualty

COMPREHENSIVE INSURANCE POLICY

GENERAL CASUALTY INSURANCE COMPANIES

GENERAL CASUALTY COMPANY OF WISCONSIN
A STOCK COMPANY
ONE GENERAL DRIVE
SUN PRAIRIE, WISCONSIN 53596

GENERAL CASUALTY COMPANY OF ILLINOIS
A STOCK COMPANY
1125 S. KIWANIS DRIVE
FREEPORT, ILLINOIS 61032

REGENT INSURANCE COMPANY
A STOCK COMPANY
ONE GENERAL DRIVE
SUN PRAIRIE, WISCONSIN 53596

MS 000001

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

POLICY PERIOD – 12:01 AM STANDARD TIME AT THE NAMED INSURED'S MAILING ADDRESS SHOWN IN THE DECLARATIONS.

COMPREHENSIVE INSURANCE POLICY QUICK REFERENCE

This Comprehensive Insurance Policy consists of one or more Coverage Part(s). Each Coverage Part consists of several items as described below:

1. **DECLARATION PAGES:** They list the Named Insured, Policy Period, and the Coverage Form(s) included in the policy. They also show the limits of insurance and endorsements that apply to each Coverage Form.
2. **COVERAGE FORMS:** Each Coverage Form describes what is and is not covered and the circumstances under which coverage is provided or excluded. They also include any conditions that apply specifically to that Coverage Form.
3. **ADDITIONAL PROVISIONS OR EXCLUSIONS:** Some or all of the Coverage Forms may be modified by additional provisions or exclusions. When this happens, the forms which contain those provisions or exclusions will be found after the Coverage Forms they modify. The form numbers will also appear on the Declaration Pages of the Coverage Form(s) to which they apply.
4. **COMMON POLICY CONDITIONS AND CONDITIONS SPECIFIC TO INDIVIDUAL COVERAGE PARTS:** This policy contains a Common Policy Conditions Form which lists those conditions which apply to all Coverage Parts written in the policy. Each individual Coverage Part contains a form which lists those conditions which apply only to that Coverage Part.

THIS QUICK REFERENCE IS NOT PART OF THE COMPREHENSIVE INSURANCE POLICY AND DOES NOT PROVIDE COVERAGE. PLEASE READ THE COMPREHENSIVE INSURANCE POLICY ITSELF FOR ACTUAL CONTRACTUAL PROVISIONS.

IN WITNESS WHEREOF, the Company designated on the Declaration page has caused this policy to be signed by its president and secretary, but this policy shall not be valid unless completed by the attachment hereto of a Declaration page and countersigned on the aforesaid Declaration page by a duly authorized agent of the company.

Anne Brewster Smith
Secretary

John B. Bolloch
President

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AGENCY BILL

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COMPREHENSIVE INSURANCE POLICY

general casualty

RENEWAL DECLARATION

RENEWAL OF:
CCI 0135138

POLICY NUMBER	POLICY PERIOD	COVERAGE IS PROVIDED IN	AGENCY
CCI 0135138	01/06/2001 01/06/2002	GENERAL CASUALTY CO OF IL	0101076 01
NAMED INSURED AND ADDRESS		AGENT	
METALSTAMP, INC. & K.G. LEASING, INC. 24218 NORTHERN ILLINOIS DRIVE CHannahon, IL 60410		DEGEUS & KLAFTER 227 N HAMMES AVE PO BOX 2187 JOLIET IL 197 60435	

FORM OF BUSINESS: CORPORATION

BUSINESS DESCRIPTION: METAL PARTS FABRICATING

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS INDICATED BY AN (X).

COVERAGE PARTS

- (X) COMMERCIAL PROPERTY COVERAGE PART
- (X) COMMERCIAL INLAND MARINE COVERAGE PART
- (X) COMMERCIAL GENERAL LIABILITY COVERAGE PART
- () COMMERCIAL CRIME COVERAGE PART
- () BOILER AND MACHINERY COVERAGE PART
- () COMMERCIAL AUTO COVERAGE PART
- () COMMERCIAL UMBRELLA COVERAGE PART
- ()
- ()

MS 000003

MINIMUM PREMIUM \$ 100
TOTAL PREMIUM FOR ALL COVERAGE PART(S) \$ 76,174.
THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENTS DEPENDING ON THE TERMS AND
CONDITIONS OF THE INDIVIDUAL COVERAGE PART(S).

AUDIT PERIOD: (X) ANNUAL () SEMI-ANNUAL () QUARTERLY () MONTHLY

APPLICABLE FORMS-CG 0001 01/96 CG 0054 03/97 CG 0055 03/97 CG 0200 04/87
CG 2028 11/85 CG 2147 10/93 CG 2162 09/98 CG 7920 03/98 CG 7950 03/98
CG 9901 11/85 CI 7900 04/00 CM 0001 06/95 CM 0204 09/00 CM 7150 05/00
CP 0390 07/86 CM 8003 07/86 CP 0010 06/95 CP 0020 06/95 CP 0090 07/88
CP 1030 06/95 CP 1218 06/95 CP 7950 10/95 IL 0017 11/98 IL 0021 04/98
IL 0118 03/99 IL 0284 05/90 IL 0935 08/98

02/01/2001
AUTHORIZED SIGNATURE DATE

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general casualty

RENEWAL DECLARATION

RENEWAL OF:
CCI 0135138

POLICY NUMBER	POLICY PERIOD	COVERAGE IS PROVIDED IN THE	AGENCY
CCI 0135138	01/06/2001 01/06/2002	GENERAL CASUALTY CO OF IL	0101075 01
NAMED INSURED AND ADDRESS		AGENT	
METALSTAMP, INC. & K.G. LEASING, INC. 24219 NORTHERN ILLINOIS DRIVE CHANNAHON, IL 60410		DEGEUS & KLAFER 227 N HAMMES AVE PO BOX 2157 JOLIET IL 197 60435	

COMMERCIAL PROPERTY COVERAGE PART DECLARATIONS
DESCRIPTION OF PREMISES

PREM. BLDG. LOCATION, CONSTRUCTION AND OCCUPANCY
001 001 24219 NORTHERN ILLINOIS DRIVE - NON-COMBUSTIBLE - METAL PARTS
CHANNAHON, WILL CO., ILLINOIS FABRICATOR

COVERAGES PROVIDED: COV. APPLIES ONLY WHERE A LIMIT OF INS. IS SHOWN BELOW.

PREM.	BLDG.	COV. (+)	LIMIT OF INS.	COVERED CAUSES OF LOSS	COINS.
001	001	A	\$ 1,250,000	SPECIAL	90 %
		B	\$ 5,000,000	SPECIAL	90 %
		C	\$		%

DEDUCTIBLE: \$ 500. THE DEDUCTIBLE APPLIES ON A PER OCCURRENCE BASIS.

OPTIONAL COVERAGES: APPLICABLE ONLY BY AN ENTRY IN THE SCHEDULE BELOW.

PREM.	BLDG.	COV. (+)	EXPIRATION DATE	AGREED VALUE	REPLACEMENT INFLATION	GUARD %
001	001	A		\$	(X)	%
		B		\$	(X)	%
		C		\$	N/A	%

VALUABLE PAPERS AND RECORDS - COST OF RESEARCH INCREASED LIMIT \$
IF INDICATED BY AN (X) REPLACEMENT COST APPLIES TO "STOCK": ()

(+) A- BUILDING B- BUSINESS PERSONAL PROPERTY C- PERSONAL PROPERTY OF OTHERS

=====

COVERAGE APPLIES ONLY WHEN A LIMIT OF INSURANCE IS SHOWN BELOW.

BUSINESS INCOME:	COV. CAUSES	MAXIMUM PERIOD	MONTHLY LIMIT	EXT. PERIOD
COV. (*)	OF LOSS	OF INDEMNITY	OF INDEMNITY	OF INDEMNITY
		()		

LIMIT OF INS.	COINS.	AGREED VALUE - AMOUNT	EXPIRATION DATE
\$	%	\$	

EXTRA EXPENSE: LIMIT OF INS. COV. CAUSES OF LOSS LIMITS ON LOSS PAYMENTS

(*) BUSINESS INCOME: I - INCLUDING RENTAL VALUE II - OTHER THAN RENTAL VALUE
III - RENTAL VALUE

TOTAL PROPERTY PREMIUM: \$ 17,323

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 COMPREHENSIVE INSURANCE POLICY

general casualty

RENEWAL DECLARATION

RENEWAL OF:
 CCI 0135138

POLICY NUMBER	POLICY PERIOD	COVERAGE IS PROVIDED BY THE	AGENCY
CCI 0135138	01/06/2001 01/06/2002	GENERAL CASUALTY CO OF IL	0101076 01
NAMED INSURED AND ADDRESS		AGENT	
METALSTAMP, INC. & K.G. LEASING, INC. 24219 NORTHERN ILLINOIS DRIVE CHANNADON, IL 60410		DEGEUS & KLAFTER 227 N HAMMES AVE PO BOX 2157 JOLIET IL 197 50435	

COMMERCIAL PROPERTY COVERAGE PART DECLARATIONS (CONTINUED)

SUPPLEMENTAL SCHEDULE
 DESCRIPTION OF PREMISES

PREM. BLDG. LOCATION, CONSTRUCTION AND OCCUPANCY
 001 002 24219 NORTHERN ILLINOIS DRIVE - NON-COMBUSTIBLE - TO BE
 CHANNADON, WILL CO., IL OCCUPIED AS METAL PARTS FABRICATOR

COVERAGES PROVIDED: COV. APPLIES ONLY WHERE A LIMIT OF INS. IS SHOWN BELOW.

PREM.	BLDG.	COV.(+)	LIMIT OF INS.	COVERED CAUSES OF LOSS	COINS.
001	002	A	\$ 350,000	SPECIAL	90 %
		B	\$		%
		C	\$		%

DUCTIBLE: \$ 500. THE DEDUCTIBLE APPLIES ON A PER OCCURRENCE BASIS.

OPTIONAL COVERAGES: APPLICABLE ONLY BY AN ENTRY IN THE SCHEDULE BELOW.

PREM.	BLDG.	COV.(+)	EXPIRATION DATE	AGREED VALUE AMOUNT	REPLACEMENT INFLATION COST (X)	GUARD %
		A		\$	()	%
		B		\$	()	%
		C		\$	N/A	%

IF INDICATED BY AN (X), REPLACEMENT COST APPLIES TO "STOCK": ()

(+) A- BUILDING B- BUSINESS PERSONAL PROPERTY C- PERSONAL PROPERTY OF OTHERS

=====

COVERAGE APPLIES ONLY WHEN A LIMIT OF INSURANCE IS SHOWN BELOW.

BUSINESS INCOME:	COV. CAUSES	MAXIMUM PERIOD	MONTHLY LIMIT	EXT. PERIOD
COV. (*)	OF LOSS	OF INDEMNITY	OF INDEMNITY	OF INDEMNITY
		()		

LIMIT OF INS.	COINS.	AGREED VALUE - AMOUNT	EXPIRATION DATE
\$	%	\$	

EXTRA EXPENSE: LIMIT OF INS. COV. CAUSES OF LOSS LIMITS ON LOSS PAYMENTS
 \$

(*) BUSINESS INCOME: I - INCLUDING RENTAL VALUE II - OTHER THAN RENTAL VALUE
 III - RENTAL VALUE

general casualty

RENEWAL DECLARATION

RENEWAL OF:
CCI 0135138

POLICY NUMBER	POLICY PERIOD	COVERAGE IS PROVIDED IN THE	AGENCY
CCI 0135138	01/05/2001 01/05/2002	GENERAL CASUALTY CO OF IL	0101075 01
NAMED INSURED AND ADDRESS		AGENT	
METALSTAMP, INC. & K.G. LEASING, INC. 24210 NORTHERN ILLINOIS DRIVE CHannahon, IL 60410		DEGEUS & KLAFTER 227 N HAMMES AVE PO BOX 2157 JOLIET IL 197 60435	

COMMERCIAL INLAND MARINE COVERAGE PART DECLARATIONS

THIS COVERAGE PART CONSISTS OF THE FOLLOWING COVERAGE FORMS FOR WHICH A PREMIUM IS INDICATED. THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.

COVERAGE FORM TITLE

PREMIUM

CONTRACTORS EQUIPMENT - SPECIAL
MINICOMPUTER

\$ 613.
\$ 305.

TOTAL PREMIUM FOR ALL COMMERCIAL INLAND MARINE COVERAGE FORM(S) \$ 918.

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general casualty

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RENEWAL OF:
CCI 0135138

OLG NUMBER	POLICY PERIOD	COVERAGE IS PROVIDED BY THE	AGENCY
CCI 0135138	01/06/2001 01/06/2002	GENERAL CASUALTY CO OF IL	0101075 01
NAMED INSURED AND ADDRESS		AGENT	
METALSTAMP, INC. & K.G. LEASING, INC. 24218 NORTHERN ILLINDIS DRIVE CHANNAHON, IL 60410		DEGEUS & KLAFTER 227 N HAMMES AVE PO BOX 2157 JOLIET IL 187 60435	

CONTRACTORS EQUIPMENT DECLARATIONS

TOTAL CONTRACTORS EQUIPMENT LIMIT OF INSURANCE \$ 24,500
(SEE SCHEDULE FOR INDIVIDUAL LISTING OF EQUIPMENT)

THE FOLLOWING DEDUCTIBLES APPLY ONLY WHEN INDICATED BY AN (X)
DEDUCTIBLES:

() PERCENTAGE DEDUCTIBLE:
MINIMUM DEDUCTIBLE \$
MAXIMUM DEDUCTIBLE \$
PERCENTAGE DEDUCTIBLE %
() SCHEDULED EQUIPMENT DEDUCTIBLE \$ 250
() UNSCHEDULED EQUIPMENT DEDUCTIBLE \$

THE FOLLOWING INCREASED LIMITS APPLY ONLY WHEN INDICATED BY AN (X)
COVERAGES

() DEBRIS REMOVAL \$
() EMPLOYEES TOOLS \$
() OFFICE TRAILERS AND CONTENTS \$
() EQUIPMENT BORROWED FROM OTHERS \$
() EQUIPMENT LEASED OR RENTED FROM OTHERS \$

THE FOLLOWING INCREASED PERCENTAGE APPLIES ONLY WHEN INDICATED BY AN (X)
COVERAGE

() NEWLY ACQUIRED PROPERTY %

THE FOLLOWING OPTIONAL COVERAGES APPLY ONLY WHEN INDICATED BY AN (X)

() RENTAL REIMBURSEMENT LIMITS OF INSURANCE
PER DAY PER ITEM \$
AGGREGATE PER POLICY YEAR \$
() REPLACEMENT COST COVERAGE

TOTAL ANNUAL PREMIUM THIS POLICY \$ 613

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general casualty

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CCI 0135138

CLAY NUMBER	PERIOD PERIOD	COVERAGE IS PROVIDED IN THE	AGENCY
CCI 0135138	01/05/2001 01/05/2002	GENERAL CASUALTY CO OF IL	0101076 01
NAMED INSURED AND ADDRESS		AGENT	
METALSTAMP, INC. & K.G. LEASING, INC. 24219 NORTHERN ILLINOIS DRIVE CHANNAMON, IL 60410		DEGEUS & KLAFTER 227 N HAMMES AVE PO BOX 2157 JOLIET IL 197 60438	

MINICOMPUTER DECLARATIONS

EQUIPMENT SCHEDULE

LOC. NUM.	ADDRESS OF LOCATION	LIMIT OF INSURANCE
1.	24219 NORTHERN ILLINOIS DRIVE, CHANNAMON, ILLINOIS	\$ 115,000
2.		\$
3.		\$

VALUATION FOR THE PURPOSES OF THIS COVERAGE FORM IS DETERMINED BY AN (X)
(X) ACTUAL CASH VALUE () REPLACEMENT COST

DEDUCTIBLES APPLICABLE BY LOCATION:

LOCATION 1 \$ 100. LOCATION 2 \$ LOCATION 3 \$

LIMIT OF INSURANCE - DATA, MEDIA, EXTRA EXPENSE AND TRANSIT

LOC. NUM.	BASIC	DATA AND MEDIA INCREASE	TOTAL	BASIC	EXTRA EXPENSE INCREASE	TOTAL
1.	\$ 10,000	\$	\$ 10,000	\$ 10,000	\$	\$ 10,000
2.	\$	\$	\$	\$	\$	\$
3.	\$	\$	\$	\$	\$	\$

TRANSIT \$ 10,000 \$

() SPECIAL COVERAGE ENDORSEMENT APPLIES IF INDICATED BY AN (X)
DEDUCTIBLE AMOUNT APPLICABLE TO THE SPECIAL COVERAGE END'T. IS: \$

TOTAL PREMIUM THIS COVERAGE FORM \$ 305.

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general casualty

RENEWAL DECLARATION

RENEWAL OF:
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POLICY NUMBER	POLICY PERIOD	COVERAGE PROVIDED BY THE	AGENCY
CCI 0135138	01/06/2001 01/06/2002	GENERAL CASUALTY CO OF IL	0101078 01
NAMED INSURED AND ADDRESS	AGENT		
METALSTAMP, INC. & K.G. LEASING, INC. 2421B NORTHERN ILLINOIS DRIVE CHannahon, IL 60410	DEGEUS & KLAFTER 227 N HAMMES AVE PO BOX 2167 JOLIET IL 197 60438		

COMMERCIAL GENERAL LIABILITY COVERAGE PART DECLARATIONS

LIMIT OF INSURANCE

GENERAL AGGREGATE LIMIT..... \$ 1,000,000
(OTHER THAN PRODUCTS-COMPLETED OPERATIONS)
PRODUCTS-COMPLETED OPERATIONS AGGREGATE LIMIT..... \$ 1,000,000
PERSONAL & ADVERTISING INJURY LIMIT..... \$ 1,000,000
EACH OCCURENCE LIMIT..... \$ 1,000,000
FIRE DAMAGE LIMIT (ANY ONE FIRE)..... \$ 50,000
MEDICAL EXPENSE LIMIT (ANY ONE PERSON)..... \$ 5,000

=====

RETROACTIVE DATE (CG 00 02 ONLY)

COVERAGE A OF THIS INSURANCE DOES NOT APPLY TO "BODILY INJURY" OR "PROPERTY DAMAGE" WHICH OCCURS BEFORE THE RETROACTIVE DATE, IF ANY, SHOWN BELOW.

RETROACTIVE DATE:
(ENTER DATE OR "NONE" IF NO RETROACTIVE DATE APPLIES.)

=====

PREMIUM

TOTAL ADVANCE PREMIUM FOR THIS COVERAGE PART..... \$ 57,933.

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COMPREHENSIVE INSURANCE POLICY

general casualty

RENEWAL DECLARATION

RENEWAL OF:
CCI 0135138

POLICY NUMBER	POLICY PERIOD	COVERAGE IS PROVIDED IN THE	AGENCY
CCI 0135138	01/08/2001 01/05/2002	GENERAL CASUALTY CO OF IL	0101076 01
NAMED INSURED AND ADDRESS	AGENT		
METALSTAMP, INC. & K.G. LEASING, INC. 24218 NORTHERN ILLINOIS DRIVE CHannahON, IL 60410	DEGEUS & KLAFTER 227 N HAMMES AVE PO BOX 2157 JOLIET IL 197 60435		

COMMERCIAL GENERAL LIABILITY COVERAGE PART DECLARATIONS (CONTINUED)
SCHEDULE

CLASSIFICATION DESCRIPTION	CODE NO.	EXPO- SURE	RATES		ADVANCE PREMISES OPERATIONS	PREMIUM ALL OTHER
			PREM. OPS.	ALL OTHER		
METAL GOODS MFG - STAMPING - NOT SIGNS	56912	16,785, 000	INCL.	INCL.	INCLUDED	INCLUDED

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general casualty

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CCI 0135138

POLICY NUMBER	POLICY PERIOD	COVERAGE IS PROVIDED IN THE	AGENCY
CCI 0135138	01/06/2001 01/06/2002	GENERAL CASUALTY CO OF IL	0101076 01
NAILED INSURED AND ADDRESS	AGENT		
METALSTAMP, INC. & K.G. LEASING, INC. 24219 NORTHERN ILLINOIS DRIVE CHANNADON, IL 60410	DEGEUS & KLAFTER 227 N HANMES AVE PO BOX 2187 JOLIET IL 197 60436		

MORTGAGEE(S) UNIT 001
ILLINOIS SMALL BUSINESS GROWTH
CORP & US SMALL BUSINESS ADMIN
2921 GREENBRIAR DR, SUITE C
SPRINGFIELD, IL

UNIT 001
FIRST AMERICAN BANK
P.O. BOX 307
62704 HAMPSHIRE, IL 60410

LOSS-PAYEE(S) UNIT 001
A T & A CREDIT CORP C/O LEASE
INSURANCE AGENCY SERVICES
PO BOX 96064
BELLEVUE, WA

UNIT 001
FIRST AMERICAN BANK
P.O. BOX 307
98009 HAMPSHIRE, IL 60410

UNIT 001
ILLINOIS SMALL BUSINESS GROWTH
COPR. & US SMALL BUSINESS ADMIN
2921 GREENBRIAR DR, SUITE C
SPRINGFIELD, IL

UNIT 001
CITICORP DEALER FINANCE
(NISSAN FORKLIFT)
450 MANARONECK AVE
62704 HARRISON, NY 10528

UNIT 001
GENERAL LEASING CO.
INSURANCE SERVICE CENTER
PO BOX 814383
DALLAS, TX

75381

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 COMPREHENSIVE INSURANCE POLICY

general casualty

RENEWAL DECLARATION

RENEWAL OF:
 CCI 0135138

POLICY NUMBER	POLICY PERIOD	COVERAGE PROVIDED IN THE	AGENCY
CCI 0135138	01/05/2001 01/05/2002	GENERAL CASUALTY CO OF IL	0101076 01
NAMED INSURED AND ADDRESS		AGENT	
METALSTAMP, INC. & K.G. LEASING, INC. 24218 NORTHERN ILLINOIS DRIVE CHannahon, IL 60410		DEGEUS & KLAFTER 227 N HAMMES AVE PO BOX 2157 JOLIET IL 197 60435	

---S T A T E M E N T O F A C C O U N T---

CCI0135138 1111 AGENCY BILL
 METALSTAMP, INC. &

EPOSIT PREMIUM	\$76,174.00	BALANCE DUE 02/2001	\$25391.36
SUBJECT TO AUDIT.		03/2001	\$6347.83
		04/2001	\$6347.83
		05/2001	\$6347.83
		06/2001	\$6347.83
		07/2001	\$6347.83
		08/2001	\$6347.83
		09/2001	\$6347.83
		10/2001	\$6347.83

YOUR INDEPENDENT AGENT IS WORKING FOR YOU
 ISSUE DATE - 02/01/2001

PREMIUMS ARE PAYABLE TO

DEGEUS & KLAFTER
 227 N HAMMES AVE
 PO BOX 2157
 JOLIET IL 60435

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following this page is due to**

Poor Quality Original Documents

and not the scanning or filming processes.

**Com Microfilm Company
(217) 525-5860**

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we," "us," and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under WHO IS AN INSURED (SECTION II).

Other words and phrases that appear in quotation marks have special meaning. Refer to DEFINITIONS (SECTION V).

SECTION I - COVERAGES

COVERAGE A: BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result.

(1) The amount we will pay for damages is limited as described in LIMITS OF INSURANCE (SECTION III) and

(2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under SUPPLEMENTARY PAYMENTS: COVERAGES A AND B.

b. This insurance applies to "bodily injury" and "property damage" only if it is caused by an occurrence that takes place in the "coverage territory"; and

(4) The "bodily injury" or "property damage" is caused by an occurrence that takes place in the "coverage territory"; and

(2) The "bodily injury" or "property damage" occurs during the policy period.

c. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

2. Exclusions

This insurance does not apply to: a. Expected or intended injury. Bodily injury or property damage expected or intended from the standpoint of the insured. This exclusion does not apply to bodily injury resulting from the use of reasonable force to protect persons or property.

b. Contractual Liability

Bodily injury or property damage for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed under an "insured contract", reasonable attorney fees and necessary litigation expenses incurred by or for a party other than the insured are deemed to be damages because of "bodily injury" or "property damage" provided:

(a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and

MS 000014

THIS POLICY IS NOT VALID UNLESS IT IS SIGNED BY THE INSURED AND THE AGENT.

(b) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of the sale, gift, distribution or use of alcoholic beverages.

(1) Causing or contributing to the intoxication of any person.

(2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol.

(3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

d. Workers Compensation and Similar Laws

Any obligation of the insured under a workers compensation, disability, benefits or unemployment compensation law or any similar law.

e. Employee's Liability

"Bodily injury" or "property damage"

(1) An employee of the insured arising out of and in the course of:

- (a) Employment by the insured; or
- (b) Performing duties related to the conduct of the insured's business; or

(2) The spouse, child, parent, brother or sister of that employee as a consequence of paragraph (1) above.

This exclusion applies:

(1) Whether the insured may be liable as an employer or in any other capacity; and

(2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. Pollution

(1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants:

(a) At or from any premises, site or location which is or was at any time owned by, or occupied by, or rented or loaned for any insured;

(b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;

(c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for any insured or any person or organization for whom you may be legally responsible; or

(d) At or from any premises, site or location on which any insured or any contractor's or subcontractors working directly or indirectly on any insured's behalf are performing operations.

(i) If the pollutants are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor or

(ii) If the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to or assess the effects of pollutants.

Subparagraph (d)(i) does not apply to "bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are intended to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of mobile equipment or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the fuels, lubricants or other operating fluids are intentionally discharged, dispersed or released; or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent to be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor.

MS 000015

Subparagraphs (a) and (d)(i) do not apply to "bodily injury" or "property damage" arising out of heat, smoke, or fumes from a hostile fire.

As used in this exclusion, a hostile fire means one which becomes uncontrollable or breaks out from where it was intended to be.

(2) Any loss, cost or expense arising out of any:

(a) Request, demand or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess, the effects of pollutants; or

(b) Claim or suit by or on behalf of a governmental authority for damages because of: testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of pollutants; or

pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapors, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

g. Aircraft, Auto or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or endorsement to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading."

This exclusion does not apply to:

(1) A watercraft while ashore on premises you own or rent;

(2) A watercraft you do not own that is:

(a) Less than 26 feet long; and

(b) Not being used to carry persons or property for a charge;

(3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;

(4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or

(5) "Bodily injury" or "property damage" arising out of the operation of any of the equipment listed in paragraph f.(2) or f.(3) or the definition of "mobile equipment".

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

(1) The transportation of "mobile equipment" by "an auto" owned and operated by or rented or loaned to any insured; or

(2) The use of mobile equipment in, or while in, practice for, or while being prepared for, any "prearranged racing," speed, demonstration, or stunting activity.

i. War

"Bodily injury" or "property damage" due to war, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, rebellion or revolution. This exclusion applies only to liability assumed under a contract or agreement.

j. Damage to Property

"Property damage" to:

(1) Property you own, rent, or occupy;

(2) Premises you sell, give away, or abandon, if the "property damage" arises out of any part of those premises;

(3) Property loaned to you;

(4) Personal property in the care, custody or control of the insured;

(5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or

(6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraph (2) of this exclusion does not apply if the premises were your work and were never occupied, rented or held for rental by you.

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Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to property damage included in the products-completed operations hazard.

k. Damage to Your Product

"Property damage" to "your product" arising out of it or any part of it.

l. Damage to Your Work

"Property damage" to "your work" arising out of it or any part of it, and included in the products-completed operations hazard.

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

m. Damage to Impaired Property or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to your product or your work after it has been put to its intended use.

n. Recall of Products, Work or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss or use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

Exclusions c through n, do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in LIMITS OF INSURANCE (Section III).

COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal injury" or "advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any suit seeking those damages. However, we will have no duty to defend the insured against any suit seeking damages for "personal injury" or "advertising injury" to which this insurance does not apply. We may at our discretion, investigate any occurrence or offense and settle any claim or suit that may result. But:

- (1) The amount we will pay for damages is not limited as described in LIMITS OF INSURANCE (SECTION III); and
 - (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A and B or medical expenses under Coverage C.
3. No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under: SUPPLEMENTARY PAYMENTS COVERAGES A AND B.

b. This insurance applies to:

- (1) "Personal injury" caused by an offense arising out of your business, excluding advertising, publishing, broadcasting or telecasting done by or for you;
- (2) "Advertising injury" caused by an offense committed in the course of advertising your goods, products or services, but only if the offense was committed in the coverage territory during the policy period.

2. Exclusions

This insurance does not apply to:

a. "Personal injury" or "advertising injury":

- (1) Arising out of oral or written publication of material, if done by or at the direction of the insured with knowledge of its falsity;

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(2) Arising out of oral or written publication of material, whose first publication took place before the beginning of the policy period;

(3) Arising out of the willful violation of a penal statute or ordinance committed by or with the consent of the insured;

(4) For which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement;

(5) Arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants at any time.

Advertising Injury Arising Out of:

(1) Breach of contract, other than misappropriation of advertising ideas under an implied contract;

(2) The failure of goods, products or services to conform with advertised quality or performance;

(3) The wrong description of the price of goods, products or services or

(4) An offense committed by an insured whose business is advertising, broadcast, or publishing or telecasting.

Any loss or expense arising out of any:

(1) Request, demand or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of pollutants; or

(2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of pollutants. Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

COVERAGE C. MEDICAL PAYMENTS

1. Insuring Agreement

a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

(1) On premises you own or rent;

(2) On ways next to premises you own or rent; or

(3) Because of your operations, provided that the time you are active in the

(1) The accident takes place in the "coverage territory" and during the policy period;

(2) The expenses are incurred and reported and known within one year of the date of the accident and are for you and to you and

(3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require;

b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay for reasonable expenses for a second opinion if

(1) First aid administered at the time of an accident; or

(2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and

(3) Necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions

We will not pay expenses for bodily injury:

a. To any insured or to any person who is

b. To a person hired to do work for or on behalf of any insured or a tenant of any insured;

c. To a person injured on that part of premises you own or rent that the person normally occupies;

d. To a person, whether or not an "employee" of any insured, if benefits for the bodily injury are payable or must be provided under a workers compensation or disability benefits law or a similar law;

e. To a person injured while taking part in athletics;

f. Included within the "products completed operations hazard";

g. Excluded under Coverage A;

h. Due to war, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, rebellion or revolution.

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SUPPLEMENTARY PAYMENTS - COVERAGES A AND B

We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

1. All expenses we incur in the "suit";
 2. Up to \$250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds;
 3. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds;
 4. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit," including actual loss of earnings up to \$250 a day because of time off from work;
 5. All costs taxed against the insured in the "suit";
 6. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer;
 7. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.
- These payments will not reduce the limits of insurance.
- If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit," we will defend that indemnitee if all of the following conditions are met:
- a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an insured contract;
 - b. This insurance applies to such liability assumed by the insured;
 - c. The obligation to defend, or the cost of the defense, of that indemnitee has also been assumed by the insured in the same insured contract;
 - d. The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;

- a. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
 - (1) The indemnitee:
 - (a) Agrees in writing to:
 - (i) Cooperate with us in the investigation, settlement or defense of the "suit";
 - (ii) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
 - (iii) Notify any other insurer whose coverage this policy is available to the indemnitee; and
 - (iv) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
 - (2) Provides us with written authorization to:
 - (a) Obtain records and other information related to the "suit"; and
 - (b) Conduct and control the defense of the indemnitee in such "suit".
- So long as the above conditions are met, attorneys fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of paragraph 2.b.(2) of COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section I - Coverages), such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.
- Our obligation to defend an insured's indemnitee and to pay for attorneys fees and necessary litigation expenses as Supplementary Payments ends when:
- a. We have used up the applicable limit of insurance in the payment of judgments or settlements or
 - b. The conditions set forth above of the terms of the agreement described in paragraph 1. above, are no longer met.

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SECTION II - WHO IS AN INSURED.

1. If you are designated in the Declarations as:

- a. An individual, you and your spouse are insured, but only with respect to the conduct of a business of which you are the sole owner.
- b. A partnership or joint venture, you are an insured, your members, your partners, and their spouses are also insured, but only with respect to the conduct of your business.
- c. A limited liability company, you are an insured, your members are also insured, but only with respect to the conduct of your business. Your managers are insured, but only with respect to their duties as your managers.
- d. An organization, other than a partnership, joint venture or limited liability company, you are an insured. Your executive officers and directors are insured, but only with respect to their duties as your officers or directors. Your stockholders are also insured, but only with respect to their liability as stockholders.

2. Each of the following is also an insured:

- a. Your employees, other than either your executive officers, if you are an organization other than a partnership, joint venture or limited liability company, or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these employees is an insured for:

(1) "Bodily injury or personal injury"

- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), or to a co-employee while that co-employee is either in the course of his or her employment or performing duties related to the conduct of your business;
- (b) To the spouse, child, parent, brother, sister or sister-in-law of that co-employee as a consequence of paragraph (1)(a) above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in paragraphs (1)(a) or (b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services.

(2) "Property damage to property"

- (a) Owned, occupied or used by,
- (b) Rented to, in the care, custody or control of or over which physical control is being exercised for any purpose by you, any of your employees, any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company),
- b. Any person other than your employee, or any organization while acting as your real estate manager.

c. Any person or organization having proper temporary custody of your property if you die, but only:

- (1) With respect to liability arising out of the maintenance or use of that property; and
- (2) Until your legal representative has been appointed.
- d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

3. With respect to mobile equipment registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

- a. Bodily injury to a co-employee of the person driving the equipment; or
- b. Property damage to property owned by, rented to, in the care of or occupied by you or the employee of any person who is an insured under this provision.

4. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

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- b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- c. Coverage B does not apply to "personal injury" or "advertising injury" arising out of an offense committed before you acquired or formed the organization.

No person or organization is insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III - LIMITS OF INSURANCE

- 1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

- a. Insureds;
- b. Claims made or "suits" brought; or
- c. Persons or organizations making claims or bringing "suits".

- 2. The General Aggregate Limit is the most we will pay for the sum of:

- a. Medical expenses under Coverage C;
- b. Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
- c. Damages under Coverage B.

- 3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage A for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".

- 4. Subject to 2. above, the Personal and Advertising Injury Limit is the most we will pay under Coverage B for the sum of all damages because of all "personal injury" and all "advertising injury" sustained by any one person or organization.

- 5. Subject to 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:

- a. Damages under Coverage A; and
- b. Medical expenses under Coverage C because of all "bodily injury" and "property damage" arising out of any one "occurrence".

- 6. Subject to 5. above, the Fire Damage Limit is the most we will pay under Coverage A for damages because of "property damage" to premises, while rented to you or temporarily occupied by you with permission of the owner, arising out of any one fire.

- 7. Subject to 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations. Unless the policy period is extended after issuance for an additional period of less than 12 months, in that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties in The Event Of Occurrence, Offense, Claim, Or Suit

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or an "offense" which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the "occurrence" or "offense" took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the "occurrence" or "offense".

- b. If a claim is made or "suit" is brought against any insured, you must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

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c. You and any other involved insured must:

(1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or suit;

(2) Authorize us to obtain records and other information;

(3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and

(4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation or incur any expense other than for first aid, without our consent.

3. Legal Action Against Us

a. No person or organization has a right under this Coverage Part to bring a lawsuit against us.

b. To join us as a party or otherwise bring us into a suit asking for damages from an insured, you must first obtain our written consent.

c. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured obtained after an actual trial; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages A or B of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when b. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in c. below.

b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

(1) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for your work;

(2) That is Fire Insurance for premises rented to you or temporarily occupied by you with permission of the owner; or

(3) If the loss arises out of the maintenance or use of aircraft, autos or watercraft to the extent not subject to Exclusion g. of Coverage A (Section I).

When this insurance is excess, we will have no duty under Coverages A or B to defend the insured against any suit. If any other insurer has a duty to defend the insured against that suit, if no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the amount payable by all other insurance.

(1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(2) The total of all deductible and self-insured amounts under all the other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the limits of insurance shown in the Declarations of this Coverage Part.

c. Method of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

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5. Premium Audit

a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.

b. Premium shown in this Coverage Part as advance premium is a deposit premium only.

At the close of each audit period we will compute the earned premium for that period. Audit premiums are due and payable on notice to the first Named Insured in the sum of the advance and audit premiums paid for the policy period is greater than the earned premium. We will return the excess to the first Named Insured.

c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

a. The statements in the Declarations are accurate and complete;

b. Those statements are based upon representations you made to us; and

c. We have issued this policy in reliance upon your representations.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

a. As if each Named Insured were the only Named Insured; and

b. Separately to each Insured against whom claim is made or suit is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

If the Insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The Insured must do nothing after loss to impair them. At our request, the Insured will bring suit or transfer those rights to us and help us enforce them.

If the Insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The Insured must do nothing after loss to impair them. At our request, the Insured will bring suit or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V - DEFINITIONS

1. "Advertising injury" means injury arising out of one or more of the following offenses:

a. Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;

b. Oral or written publication of material that violates a person's right of privacy;

c. Misappropriation of advertising ideas or style of doing business;

d. Infringement of copyright, title or slogans;

2. "Auto" means a land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment. But "auto" does not include mobile equipment.

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.

4. "Coverage territory" means:

a. The United States of America (including its territories and possessions), Puerto Rico and Canada;

b. International waters or airspace, provided the injury or damage does not occur in the course of travel or transportation to or from any place not included in a. above; or

c. All parts of the world if:

(1) The injury or damage arises out of:

(a) Goods or products made or sold by you in the territory described in a. above; or

(b) International waters or airspace, provided the injury or damage does not occur in the course of travel or transportation to or from any place not included in a. above; or

(b) The activities of a person whose home is in the territory described in a. above, but is away for a short time on your business; and

(2) The insured's responsibility to pay damages is determined in a suit on the merits in the territory described in a. above or in a settlement we agree to.

5. "Employee" includes a leased worker. "Employee" does not include a temporary worker.

6. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.

7. "Impaired property" means tangible property, other than your product or your work, that cannot be used or is less useful because:

a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or

b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by:

a. The repair, replacement, adjustment or removal of "your product" or "your work"; or

b. Your fulfilling the terms of the contract or agreement.

8. "Insured contract" means:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

b. A sidetrack agreement;

c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;

d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

e. An elevator maintenance agreement;

f. Any other contract or agreement.

9. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm to perform duties related to the conduct of your business. Leased workers do not include temporary workers.

10. "Loading or unloading" means the handling of property:

a. After it is moved from the place where it is accepted for movement onto or off an aircraft, watercraft or auto;

1. That part of any other contract or agreement pertaining to your business, (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for bodily injury or property damage to a third person or organization or tort liability means liability that would be imposed by law in the absence of any contract or agreement of tort;

2. Paragraph b does not include that part of any contract or agreement of tort that provides:

(1) That indemnifies a railroad for bodily injury or property damage arising out of the construction, reconstruction, demolition, operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or crossing;

(2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

(a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(b) Giving directions or instructions or failing to give them, if that is the primary cause of the injury or damage;

(3) Under which the insured architect, engineer or surveyor assumes liability for any injury or damage arising out of the insured's rendering of professional services (including those listed in (2) above and supervisory, inspection, architectural or engineering activities).

11. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm to perform duties related to the conduct of your business. Leased workers do not include temporary workers.

12. "Loading or unloading" means the handling of property:

a. After it is moved from the place where it is accepted for movement onto or off an aircraft, watercraft or auto;

b. That part of any other contract or agreement pertaining to your business, (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for bodily injury or property damage to a third person or organization or tort liability means liability that would be imposed by law in the absence of any contract or agreement of tort;

2. Paragraph b does not include that part of any contract or agreement of tort that provides:

(1) That indemnifies a railroad for bodily injury or property damage arising out of the construction, reconstruction, demolition, operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or crossing;

(2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

(a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(b) Giving directions or instructions or failing to give them, if that is the primary cause of the injury or damage;

(3) Under which the insured architect, engineer or surveyor assumes liability for any injury or damage arising out of the insured's rendering of professional services (including those listed in (2) above and supervisory, inspection, architectural or engineering activities).

MS 004024

b. While it is in or on an aircraft, watercraft or motor vehicle, or any combination of or between them.

c. While it is being moved from an aircraft, watercraft or motor vehicle to the place where it is finally delivered.

d. Loading or unloading does not include the movement of property by means of a mechanical device, rather than a hand truck, that is not attached to the aircraft, watercraft or motor vehicle.

11. "Mobile equipment" means any of the following types of land vehicles including any attached machinery or equipment:

a. Bulldozers, steam machinery, forklifts and other vehicles designed for use principally off public roads;

b. Vehicles maintained for use solely on or next to premises you own or rent;

c. Vehicles that travel on crawler treads;

d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:

(1) Power cranes, shovels, loaders, diggers or drills; or

(2) Road construction or resurfacing equipment such as graders, pavers or rollers;

e. Vehicles not described in a, b, c, or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

(1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment;

(2) Cherry pickers and similar devices used to raise or lower workers;

f. Vehicles not described in a, b, c, or d. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered autos:

(1) Equipment designed primarily for:

(a) Snow removal;

(b) Road maintenance, but not construction or resurfacing; or

(c) Street cleaning;

(2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

(3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

12. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

13. "Personal injury" means injury, other than bodily injury, arising out of one or more of the following offenses:

a. False arrest, detention or imprisonment;

b. Malignant prosecution;

c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies by or on behalf of its owner, landlord or lessor;

d. Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services; or

e. Oral or written publication of material that violates a person's right of privacy.

14. "Products-completed operations hazard"

a. Includes all bodily injury and property damage occurring away from premises you own or rent and arising out of "your product" or "your work" except:

(1) Products that are still in your physical possession or control;

(2) Work that has not yet been completed or abandoned. However, your work will be deemed completed at the earliest of the following times:

(a) When all of the work called for in your contract has been completed;

(b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site;

(c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

MS 000025

b. Does not include "bodily injury" or "property damage" arising out of:

- (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;
- (2) The existence of tools, uninstalled equipment or abandoned or unused materials; or
- (3) Products or operations for which the classification, listed in the Declarations or in a policy schedule, states that products-completed operations are subject to the General Aggregate Limit.

15. "Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

16. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage", "personal injury" or "advertising injury" to which this insurance applies are alleged. "Suit" includes:

- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
- b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

17. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

18. "Your product" means:

- a. Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (1) You;
 - (2) Others trading under your name; or
 - (3) A person or organization whose business or assets you have acquired; and
- b. Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

"Your product" includes:

- a. Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
- b. The providing of or failure to provide warnings or instructions.

"Your product" does not include vending machines or other property rented to or located for the use of others but not sold.

19. "Your work" means:

- a. Work or operations performed by you or on your behalf; and
- b. Materials, parts or equipment furnished in connection with such work or operations.

"Your work" includes:

- a. Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
- b. The providing of or failure to provide warnings or instructions.

MS 000026

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**AMENDMENT OF POLLUTION EXCLUSION – EXCEPTION
FOR BUILDING HEATING EQUIPMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART

Subparagraph (1)(a) of the **Pollution** exclusion under Paragraph 2., **Exclusions of Bodily Injury And Property Damage Liability Coverage (Section I – Coverages)** is replaced by the following:

This insurance does not apply to:

POLLUTION

- (1) "Bodily Injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants:

- (a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured.

However, Subparagraph (a) does not apply to "bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot from equipment used to heat that building.

MS 000027

general casualty

COMMERCIAL UMBRELLA LIABILITY POLICY

GENERAL CASUALTY INSURANCE COMPANIES

**GENERAL CASUALTY COMPANY OF WISCONSIN
A STOCK COMPANY
ONE GENERAL DRIVE
SUN PRAIRIE, WISCONSIN 53596**

**GENERAL CASUALTY COMPANY OF ILLINOIS
A STOCK COMPANY
1125 S. KIWANIS DRIVE
FREEPORT, ILLINOIS 61032**

**REGENT INSURANCE COMPANY
A STOCK COMPANY
ONE GENERAL DRIVE
SUN PRAIRIE, WISCONSIN 53596**

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

POLICY PERIOD -- 12:01 AM STANDARD TIME AT THE NAMED INSURED'S MAILING ADDRESS SHOWN IN THE DECLARATIONS.

COMMERCIAL UMBRELLA LIABILITY QUICK REFERENCE

This Commercial Umbrella Policy consists of several items as described below:

1. **DECLARATION PAGES:** They list the Named Insured, Policy Period, the Limits of Insurance and the Schedule of Underlying Insurance. The Declarations also show the forms and endorsements that apply to this Commercial Umbrella Liability Policy.
2. **COVERAGE FORMS:** Each Coverage Part is made up of a Coverage Form and Declarations, and is subject to the Common Policy Conditions. The Coverage Form describes the nature and extent of coverage provided. It also includes any conditions that apply specifically to that Coverage Part.
3. **ADDITIONAL PROVISIONS OR EXCLUSIONS:** This policy may be modified by additional provisions or exclusions. When this happens, the forms which contain those provisions or exclusions will be found after the Commercial Umbrella Liability Coverage Form. The form numbers will also appear on the Declarations.
4. **COMMON POLICY CONDITIONS:** This form lists most of the conditions to which you and we are subject. Further conditions can be found in the Commercial Umbrella Liability Coverage Form.

THIS QUICK REFERENCE IS NOT PART OF THE COMMERCIAL UMBRELLA LIABILITY POLICY AND DOES NOT PROVIDE COVERAGE. PLEASE READ THE COMMERCIAL UMBRELLA LIABILITY POLICY ITSELF FOR ACTUAL CONTRACTUAL PROVISIONS.

IN WITNESS WHEREOF, the Company designated on the Declaration page has caused this policy to be signed by its president and secretary, but this policy shall not be valid unless completed by the attachment hereto of a Declaration page and countersigned on the aforesaid Declaration page by a duly authorized agent of the company.

Anne Brouwers Smith
Secretary

John B. Bolloch
President

CCU 0135138
PAGE 1 OF 2
AGENCY BILL

ORIGINAL COPY

general casualty

RENEWAL DECLARATION

RENEWAL OF:
CCU 0135138

POLICY NUMBER	POLICY PERIOD	COVERAGE IS PROVIDED IN THE	AGENCY
CCU 0135138	01/06/2001 01/06/2002	GENERAL CASUALTY CO OF IL	0100271 01
NAMED INSURED (AND ADDRESS)		AGENT	
METALSTAMP, INC. 24219 NORTHERN ILLINOIS DRIVE CHANNAHON, ILLINOIS 60410		DEGEUS & KLAFTER 227 N HAMMES AVE PO BOX 2157 JOLIET IL 197 60435	

COMMERCIAL UMBRELLA LIABILITY POLICY DECLARATIONS

FORM OF BUSINESS: CORPORATION

LIMITS OF INSURANCE

GENERAL AGGREGATE LIMIT..... \$ 5,000,000
(OTHER THAN PRODUCTS-COMPLETED OPERATIONS)

PRODUCTS-COMPLETED OPERATIONS AGGREGATE LIMIT..... \$ 5,000,000

PERSONAL AND ADVERTISING INJURY LIMIT..... \$ 5,000,000

EACH OCCURRENCE LIMIT..... \$ 5,000,000

INSURED'S NET RETENTION

THE "INSURED'S NET RETENTION" AS RESPECTS LOSSES NOT COVERED BY "UNDERLYING INSURANCE"

EACH OCCURRENCE..... \$ 10,000

PREMIUM

TOTAL ADVANCE PREMIUM..... \$ 9,000.

MINIMUM PREMIUM..... \$ 9,000.

APPLICABLE FORMS-CU 7902 11/97 CU 7903 11/89 CU 7907 02/99 CU 7919 02/89
CU 7921 07/86 CU 7950 04/00 CU 8013 07/98 IL 0017 11/98

 02/01/2001

AUTHORIZED SIGNATURE DATE

MS 000030

CU 7900 (07-86)

CCU 0135138
PAGE 2 OF 2
AGENCY BILL

ORIGINAL COPY

general casualty

RENEWAL DECLARATION

RENEWAL OF:
CCU 0135138

POLICY NUMBER	POLICY TERM	COVERAGE IS PROVIDED IN THE	AGENCY
CCU 0135138	01/06/2001 01/06/2002	GENERAL CASUALTY CO OF IL	0100271 01
METALSTAMP, INC. 24219 NORTHERN ILLINOIS DRIVE CHannahon, ILLINOIS 60410		DEGEUS & KLAFTER 227 N HAMMES AVE PO BOX 2157 JOLIET IL 197 60435	

COMMERCIAL UMBRELLA LIABILITY POLICY DECLARATIONS (CONTINUED)
SCHEDULE OF UNDERLYING INSURANCE

GENERAL LIABILITY INSURANCE

INSURER: GENERAL CASUALTY COMPANY OF ILLINOIS

POLICY NUMBER: CCI 0135138

POLICY TERM: 01-06-01 TO 01-06-02

GENERAL LIABILITY LIMITS OF INSURANCE:

GENERAL AGGREGATE LIMIT.....	\$ 1,000,000
PRODUCTS-COMPLETED OPERATIONS AGGREGATE LIMIT.....	\$ 1,000,000
PERSONAL INJURY AND ADVERTISING INJURY LIMIT.....	\$ 1,000,000
EACH OCCURRENCE LIMIT.....	\$ 1,000,000

AUTOMOBILE LIABILITY INSURANCE

INSURER: GENERAL CASUALTY COMPANY OF ILLINOIS

POLICY NUMBER: CBA 0135138

POLICY TERM: 01-06-01 TO 01-06-02

AUTOMOBILE LIABILITY LIMITS OF INSURANCE:

EACH ACCIDENT.....	\$ 1,000,000
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EMPLOYERS' LIABILITY INSURANCE

INSURER: GENERAL CASUALTY OF ILLINOIS

POLICY NUMBER: CWC 0135138

POLICY TERM: 01-06-01 TO 01-06-02

EMPLOYERS LIABILITY LIMITS OF INSURANCE:

BODILY INJURY BY ACCIDENT: EACH ACCIDENT.....	\$ 100,000
BODILY INJURY BY DISEASE: EACH EMPLOYEE.....	\$ 100,000
BODILY INJURY BY DISEASE: POLICY LIMIT.....	\$ 500,000

INSURER:

POLICY NUMBER:

LIMITS OF INSURANCE:

POLICY TERM:

TO

\$
\$
\$

CCU 0135138
PAGE 1 OF 1
AGENCY BILL

ORIGINAL COPY

general casualty

RENEWAL DECLARATION

RENEWAL OF:
CCU 0135138

POLICY NUMBER	POLICY PERIOD	COVERAGE IS PROVIDED IN THE	AGENCY
CCU 0135138	01/06/2001 01/06/2002	GENERAL CASUALTY CO OF IL	0100271 01
NAMED INSURED AND ADDRESS	AGENT		
METALSTAMP, INC. 24219 NORTHERN ILLINOIS DRIVE CHannahon, ILLINDIS 60410	DEGEUS & KLAFTER 227 N HAMMES AVE PO BOX 2157 JOLIET IL 197 60435		

---S T A T E M E N T O F A C C O U N T---

CCU0135138 1111 AGENCY BILL
METALSTAMP, INC.

OTAL POLICY PREMIUM	\$9,000.00	BALANCE DUE	02/2001	\$3000.00
			03/2001	\$750.00
			04/2001	\$750.00
			05/2001	\$750.00
			06/2001	\$750.00
			07/2001	\$750.00
			08/2001	\$750.00
			09/2001	\$750.00
			10/2001	\$750.00

YOUR INDEPENDENT AGENT IS WORKING FOR YOU
ISSUE DATE - 02/01/2001

PREMIUMS ARE PAYABLE TO

DEGEUS & KLAFTER
227 N HAMMES AVE
PO BOX 2157
JOLIET IL

60435

POLICY NUMBER:

COMMERCIAL UMBRELLA LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ILLINOIS CHANGES — CANCELLATION AND NONRENEWAL PROVISIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY COVERAGE PART

1. **CANCELLATION** (Common Policy Conditions) is replaced by the following:

CANCELLATION

1. The first Named Insured shown in the Declarations may cancel this policy by mailing to us advance written notice of cancellation.
2. a. We may cancel this policy by mailing to you written notice stating the reason for cancellation.
b. If we cancel for nonpayment of premium, we will mail the notice at least 10 days prior to the effective date of cancellation.
c. If we cancel for a reason other than nonpayment of premium, we will mail the notice at least:
 - (1) 30 days prior to the effective date of cancellation if the policy has been in effect for 60 days or less.
 - (2) 60 days prior to the effective date of cancellation if the policy has been in effect for more than 60 days.
3. If this policy has been in effect for more than 60 days, we may cancel only for one or more of the following reasons:
 - a. Nonpayment of premium;
 - b. The policy was obtained through a material misrepresentation;
 - c. Any insured has violated any of the terms and conditions of the policy;
 - d. The risk originally accepted has measurably increased;
 - e. Certification to the Director of Insurance of the loss of reinsurance by the insurer that provided coverage to us for all or a substantial part of the underlying risk insured; or
 - f. A determination by the Director of Insurance that the continuation of the policy could place us in violation of the insurance laws of this state.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund will be less than pro rata. The cancellation will be effective even if we have not offered a refund.

2. Any **WHEN WE DO NOT RENEW** Condition (Section IV) is deleted and replaced by the following:

WHEN WE DO NOT RENEW

1. If we decide not to renew this policy, we will mail written notice of nonrenewal no less than 60 days before the expiration date to:
 - a. You; and
 - b. The broker, if known to us, or the agent of record.
2. Even if we do not comply with these terms, this policy will terminate:
 - a. On the expiration date if:
 - (1) You fail to perform any of your obligations in connection with the payment of the premium for the policy, or any installment payment, whether payable directly to us or our agents or indirectly under any premium finance plan or extension of credit; or
 - (2) We have indicated our willingness to renew this policy to you or your representative; or
 - (3) You have notified us or our agent that you do not want to renew this policy.
 - b. On the effective date of any other insurance replacing this policy.

3. Mailing of Notices

We will mail cancellation and nonrenewal notices to you, and the agent or broker, at the last addresses known to us. Proof of mailing will be sufficient proof of notice.

4. DUTIES IN THE EVENT OF OCCURRENCE, CLAIM OR SUIT (Section IV) is replaced by the following:

DUTIES IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT.

a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the "occurrence" or offense took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. If a claim is made or "suit" is brought against any insured, you must:

- (1) Immediately record the specifics of the claim or "suit" and the date received, and
- (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

c. You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit;"
 - (2) Authorize us to obtain records and other information;
 - (3) Cooperate with us in the investigation, settlement or defense of the claim or "suit;" and
 - (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which the insurance may also apply.
- d. No insureds will, except at their own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

POLICY NUMBER:

COMMERCIAL UMBRELLA LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTOMOBILE LIABILITY — FOLLOWING FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY COVERAGE PART

Except to the extent coverage is available to you or the insured in the "underlying insurance," this insurance shall not apply to "bodily injury," "property damage," "personal injury" or "advertising injury" arising out of the ownership, maintenance, use or entrustment to others of any "auto" owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading."

POLICY NUMBER:

COMMERCIAL UMBRELLA LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION — PERSONAL PROPERTY

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY COVERAGE PART

This insurance does not apply to "property damage" to personal property:

1. Loaned or rented to you; or
2. In the care, custody or control of the insured.

POLICY NUMBER:

COMMERCIAL UMBRELLA LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

EXCLUSION — REAL PROPERTY

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY COVERAGE PART

This insurance does not apply to "property damage to real property.

1. You own, rent or occupy;
2. Loaned to you; or
3. In your care, custody or control.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION — YEAR 2000 COMPUTER-RELATED AND OTHER ELECTRONIC PROBLEMS — WITH EXCEPTION FOR BODILY INJURY ON YOUR PREMISES

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY COVERAGE PART

The following exclusion is added to Paragraph 3,
Exclusions in the Umbrella Liability Coverage Part.

q. YEAR 2000

This insurance does not apply to "bodily injury",
"property damage", "personal injury" or "adver-
tising injury" arising directly or indirectly out of:

1. Any actual or alleged failure, malfunction or inadequacy of:

(a) Any of the following, whether belonging to any insured or to others:

**(i) Computer hardware, including micro-
processors or other Electronic Data
Processing Equipment as may be de-
scribed elsewhere in the policy;**

**(ii) Computer application software or
other Electronic Media and Records
as may be described elsewhere in
the policy;**

**(iii) Computer operating systems and
related software;**

(iv) Computer networks;

**(v) Microprocessors (computer chips)
not part of any computer system; or**

**(vi) Any other computerized or elec-
tronic equipment or components; or**

**(b.) Any other products and any services,
data or functions that directly or indi-
rectly use or rely upon, in any manner,
any of the items listed in Paragraph
q.1.(a) of this endorsement;**

due to the inability to correctly recognize,
process, distinguish, interpret or accept the
year 2000 and beyond.

**2. Any advice, consultation, design, evaluation,
inspection, installation, maintenance, repair,
replacement or supervision provided or done
by you or for you to determine, rectify or test
for, any potential or actual problems described
in Paragraph q.1. of this endorsement.**

However, this exclusion does not apply to "bodily
injury" occurring on any premises owned by or
rented to you.

COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions.

A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

C. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

D. Inspections And Surveys

1. We have the right to:
 - a. Make inspections and surveys at any time;

- b. Give you reports on the conditions we find; and

- c. Recommend changes.

2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
 - a. Are safe or healthful; or
 - b. Comply with laws, regulations, codes or standards.

3. Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

E. Premiums

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

F. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

COMMERCIAL UMBRELLA LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Please read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under **WHO IS AN INSURED (SECTION III)**.

Other words and phrases that appear in quotation marks have special meaning. Refer to **DEFINITIONS (SECTION V)**.

SECTION I — COVERAGES

1. Insuring Agreements

Coverage A. — Bodily Injury and Property Damage Liability

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **2. Defense Settlement and Supplementary Payments**.

- b. This insurance applies to "bodily injury" and "property damage" only if:

- (1) The "bodily injury" or "property damage" is caused by an "occurrence"; and
- (2) The "bodily injury" or "property damage" occurs during the policy period.

The "occurrence" may take place anywhere in the world.

- c. Damages because of "bodily injury" or "property damage" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury"

Coverage B. — Personal Injury and Advertising Injury Liability

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal injury" or "advertising injury" to which this insurance applies.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **2. Defense Settlement and Supplementary Payments**.

- b. This insurance applies to:

- (1) "Personal injury" caused by an offense committed anywhere in the world and arising out of your business, excluding advertising, publishing, broadcasting or telecasting done by or for you;
- (2) "Advertising injury" caused by an offense committed anywhere in the world in the course of advertising your goods, products or services;

but only if the offense was committed during the policy period.

2. Defense, Settlement and Supplementary Payments.

- a. When "underlying insurance" does not apply to a loss for which a claim is made or "suit" is brought and which is covered by this Coverage Part:

- (1) We will have the right and duty to defend any claim or "suit" seeking damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury", or "property damage", "personal injury" or "advertising injury" to which this insurance does not apply.
- (2) We may, at our discretion, investigate any "occurrence" or offense and settle any claim or "suit" that may result.
- (3) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements.

- b. When "underlying insurance" does not apply to a loss for which a claim is made or "suit" is brought and which is covered by this Coverage Part:
 - (1) We will have the right, but not the duty, to defend any claim or "suit" seeking damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury", "property damage", "personal injury" or "advertising injury" to which this insurance does not apply.
 - (2) We may, at our discretion, investigate any "occurrence" or offense and settle any claim or "suit" that may result.
 - (3) Our right to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.
- c. The amount we will pay for damages is limited as described in LIMITS OF INSURANCE (SECTION II);
- d. We will pay with respect to any claim we investigate or settle, or any "suit" against an insured we defend:
 - (1) All expenses we incur;
 - (2) Up to \$2,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
 - (3) The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
 - (4) All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$250 a day because of time off from work.
 - (5) All costs taxed against the insured in the "suit".
 - (6) Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

- (7) All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay or deposited in the court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

If we are prevented by law or otherwise from carrying out the above provisions, we will pay any expense incurred with our written consent in accordance with these provisions.

You must promptly reimburse us for any amount of loss we pay on your behalf within the Insured's Net Retention shown on the Declarations.

If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

- (a) The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
- (b) This insurance applies to such liability assumed by the insured;
- (c) The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
- (d) The allegations in the "suit" and the information we know about the "occurrence" or offense are such that no conflict appears to exist between the interests of the insured and the interest of the indemnitee;
- (e) The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
- (f) The indemnitee:
 - (i) Agrees in writing to:
 - (1) Cooperate with us in the investigation, settlement or defense of the "suit";

(2) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";

(3) Notify any other insurer whose coverage is available to the indemnitee; and

(4) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and

(ii) Provides us with written authorization to :

(1) Obtain records and other information related to the "suit"; and

(2) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of paragraph 3.d.(2) of **SECTION I - COVERAGES**, such payments will not be deemed to be damages for "bodily injury", "property damage", "personal injury" or "advertising injury" and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorney's fees and necessary litigation expenses as Supplementary Payments ends when:

(a) We have used up the applicable limit of insurance in the payment of judgments or settlements; or

(b) The conditions set forth above, or the terms of the agreement described in paragraph (f) above, are no longer met.

3. Exclusions

This insurance does not apply to:

a. Expected or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

b. Workers Compensation and Similar Laws

Any obligation, of the insured under a workers compensation, disability benefits or unemployment compensation law or any similar law.

c. Recall of Products, Work or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

(1) "Your product",

(2) "Your work",

(3) "Impaired property",

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

d. Contractual Liability

Any obligation of the insured to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

(1) That the insured would have in the absence of the contract or agreement; or

(2) Assumed in a contract or agreement that is an "insured contract", provided the "personal injury", "advertising injury", "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "personal injury", "advertising injury", "bodily injury" or "property damage", provided:

(i) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and

(ii) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

e. Damage to Property

- (1) Property you own;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (4) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3) and (4) of this exclusion do not apply to liability assumed under a side-track agreement.

Paragraph (4) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

f. Damage to Your Product

"Property damage" to "your product" arising out of it or any part of it.

g. Damage to Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard."

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

h. Damage to Impaired Property or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

i. Personal Injury or Advertising Injury

"Personal injury" or "advertising injury":

- (1) Arising out of oral or written publication of material, if done by or at the direction of the insured with knowledge of its falsity;
- (2) Arising out of oral or written publication of material whose first publication took place before the beginning of the policy period; or
- (3) Arising out of the willful violation of a penal statute or ordinance committed by or with the consent of the insured.

j. Advertising Injury

- (1) Breach of contract, other than the misappropriation of advertising ideas under an implied contract;
- (2) The failure of goods, products or services to conform with advertised quality or performance; or
- (3) The wrong description of the price of goods, products or services.

k. War

Any liability of the insured due to war, whether or not declared, or any act or condition incident to war. War includes:

- (1) Civil war, insurrection, rebellion or revolution; and
- (2) Confiscation, nationalization, requisition of or damage to property by or under the order of any government or public or local authority.

This exclusion does not apply with respect to "occurrences" taking place in the United States of America, its territories or possessions, or Canada.

l. Aircraft

Any liability of the insured arising out of the ownership, maintenance, use or entrustment to others of any "aircraft" owned or operated by, chartered without crew or rented or loaned to any insured. Use includes operation and "loading and unloading".

This exclusion does not apply to liability of the insured for "bodily injury" to any employee of the insured unless such liability is already excluded under exclusion b. above.

This exclusion does not apply to liability assumed under any "insured contract" for the ownership, maintenance or use of any "aircraft."

m. Pollution

(1) Any liability of the insured arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants:

(a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured;

(b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;

(c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for any insured or any person or organization for whom you may be legally responsible;

(d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations:

(i) if the pollutants are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor; or

(ii) if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of pollutants; or

(e) That are or that are contained in any property that is:

(i) Being transported or towed by, handled, or handled for movement into, onto or from, an "auto".

(ii) Otherwise in the course of transit by or on behalf of the "insured"; or

(iii) Being stored, disposed of, treated or processed in or upon an "auto".

Subparagraphs (a) and (d)(i) do not apply to "bodily injury" or "property damage" arising out of heat, smoke or fumes from a hostile fire.

As used in this exclusion, a hostile fire means one which becomes uncontrollable or breaks out from where it was intended to be.

(2) Any loss, cost or expense arising out of any:

(a) Request, demand or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of pollutants; or

(b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of the pollutants.

This paragraph (2) does not apply to loss, cost or expense caused by an "occurrence" and resulting from the ownership, maintenance or use of an "auto", but only if there is either "bodily injury" or "property damage" to which this insurance applies caused by the same "occurrence".

n. Racing

Any liability arising out of the use of any "auto" or "mobile equipment" in, or while in practice or preparation for, a prearranged racing, speed or demolition contest or in any stunting activity.

o. Watercraft

Any liability arising out of the ownership, maintenance, use or entrustment to others of any watercraft owned or operated by or rented or loaned to any insured, except to the extent coverage is available to you or the insured in the "underlying insurance". Coverage provided by this exception shall be no broader than that of the "underlying insurance". Use includes operation and "loading and unloading".

This exclusion shall not apply to your liability for "bodily injury" to your employees unless such liability is already excluded under exclusion b. above.

p. Employment-Related Practices

"Personal injury" or "bodily injury" arising out of any:

- (1) Refusal to employ;
- (2) Termination of employment;
- (3) Coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or other employment-related practices, policies, acts, or omissions; or
- (4) Consequential "personal injury" or "bodily injury" as a result of (1) through (3) above;

Except to the extent coverage is available to you or the insured in the "underlying insurance". Coverage provided by this exception shall be no broader than that of the "underlying insurance".

This exclusion applies whether the insured may be held liable as an employer or in any other capacity and to any obligation to share damages with or to repay someone else who must pay damages because of the injury.

THIS COVERAGE PART IS SUBJECT TO THE FOLLOWING NUCLEAR ENERGY LIABILITY EXCLUSION (Broad Form)

This insurance does not apply to any liability:

1. With respect to which an "insured" under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
2. Resulting from the "hazardous properties" of "nuclear material" and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the "insured" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

3. Resulting from the "hazardous properties" of "nuclear material", if:

- a. The "nuclear material" (i) is at any "nuclear facility" owned by, or operated by or on behalf of, an "insured" or (ii) has been discharged or dispersed therefrom;
- b. The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an "insured"; or
- c. The liability arises out of the furnishing by an "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion c. applies only to "property damage" to such "nuclear facility" and any property threat.

As used in this exclusion:

"Hazardous properties" include radioactive, toxic or explosive properties;

"Nuclear material" means "source material", "special nuclear material" or "by-product material";

"Source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

"Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor";

"Waste" means any waste material (a) containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and (b) resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".

"Nuclear facility" means:

- a. Any "nuclear reactor";
- b. Any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing "spent fuel", or (3) handling, processing or packaging "waste";

c. Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the "insured" at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

d. Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

"Nuclear reactor" means any apparatus signed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

"Property damage" includes all forms of radioactive contamination of property.

SECTION II — LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

- a. Insureds;
- b. Claims made or "suits" brought; or
- c. Persons or organizations making claims or bringing "suits".

2. The Limits of Insurance shown in the Declarations are the most we will pay in excess of either:

- a. The limits of the "underlying insurance" shown in the Declarations and any other primary insurance applicable to the insured; or
- b. The Insured's Net Retention shown in the Declarations if there is no "underlying insurance" or other primary insurance covering the loss.

3. The General Aggregate Limit is the most we will pay for all injury and damage except damages:

- a. Because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; or
- b. Resulting from the ownership, maintenance, use or entrustment to others of an "auto".

4. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage A. for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".

5. Subject to 3. above, the Personal and Advertising Injury Limit is the most we will pay under Coverage B. for the sum of all damages because of all "personal injury" and all "advertising injury" sustained by any one person or organization.

6. Subject to 3. or 4. above, whichever applies, the Each Occurrence Limit is the most we will pay for damages under Coverage A. because of all "bodily injury" and "property damage" arising out of any one "occurrence".

The limits of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

If the aggregate limit of liability of any policy of the "underlying insurance" is reduced or exhausted because of losses paid then this insurance will:

1. Continue as excess over the reduced "underlying insurance", in this case of reduction.
2. Continue as "underlying insurance", in the case of exhaustion.

The limits of liability of any "underlying insurance" shall be deemed to apply regardless of:

1. Any defense which the underlying insurer may assert because of an insured's failure to comply with any condition of the policy after an "occurrence"; or
2. The inability of the underlying insurer to pay because of bankruptcy or insolvency.

SECTION III — WHO IS AN INSURED

1. a. If you are designated in the Declarations as:

- (1) An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
- (2) A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.

(3) A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.

(4) An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

b. No person or organization, except the Named Insured shown in the Declarations, is an insured with respect to the ownership, maintenance, operation, use, "loading or unloading" or entrustment to others of any "autos", except as provided in 3. below.

2. Except as provided in 4. below, each of the following is also an insured:

a. Your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" is an insured for:

(1) "Bodily injury" or "personal injury":

(a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), or to a co-"employee" while that co-"employee" is either in the course of his or her employment or performing duties related to the conduct of your business;

(b) To the spouse, child, parent, brother or sister of that co-"employee" as a consequence of paragraph (1) (a) above;

(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in paragraphs (1) (a) or (1) (b) above; or

(d) Arising out of his or her providing or failing to provide professional health care services.

(2) "Property damage" to property:

(a) Owned, occupied or used by,

(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

Paragraph (1) (d) does not apply if "employees" are insureds in "underlying insurance" for "bodily injury" or "personal injury" arising out of his or her providing or failing to provide professional health care services. Coverage provided by this exception shall be no broader than that of the "underlying insurance".

b. Any person (other than your "employee"), or any organization while acting as your real estate manager.

c. Any person or organization having proper temporary custody of your property if you die, but only:

(1) With respect to liability arising out of the maintenance or use of that property; and

(2) Until your legal representative has been appointed.

d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

e. Any other person or organization who is an additional insured in the "underlying insurance" shown in the Declarations. The coverage afforded under this insurance will be no broader than that of the "underlying insurance".

f. Any person or organization, trustee or estate for which you are obligated by an "insured contract" to provide this type of insurance. This applies, however, only to operations performed by you or on your behalf or to facilities you own or use.

g. With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if

no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

- (1) "Bodily injury" to a co-"employee" of the person driving the equipment; or
 - (2) "Property damage" to property owned by, rented to, in the charge of or occupied by your or the employer of any person who is an insured under this provision.
- h. With respect to any "aircraft" chartered with pilot by you or on your behalf, any person using such "aircraft" and any person responsible for the use of such "aircraft", provided it is used with your permission.

However, the following are not insureds as respects this provision:

- (1) The owner, pilot, crew or anyone operating the "aircraft";
- (2) Any manufacturer of "aircraft", engines or aviation accessories;
- (3) Any aviation sales, service or repair organization;
- (4) Any airport or hangar operator; or
- (5) Any employee of (2), (3), or (4) above.

This paragraph h. shall not apply if it restricts coverage granted under paragraph e. above.

- i. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- (1) Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
- (2) Coverage does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- (3) Coverage does not apply to "personal injury" or "advertising injury" arising out of an offense committed before you acquired or formed the organization.

Except as provided in 3. below, none of the persons or organizations included as an insured in this paragraph 2. is an insured with respect to the ownership, maintenance, operation, use "loading or unloading" or entrustment to others of any "auto".

- 3. Except as provided in 4. below, any person is an insured while using with your permission an "auto" you own, hire or borrow. The following are not insureds under this provision:

- a. The owner of anyone else from whom you hire or borrow an "auto". This exception does not apply if the "auto" is a "trailer" connected to an "auto" you own. However, if the owner of such an "auto" is an insured in the "underlying insurance" then that person shall be an insured under this Coverage Part. Coverage provided by this exception shall be no broader than that of the "underlying insurance";
- b. Your "employee" if the "auto" is owned by that "employee" or a member of his or her household. However, if the owner of such an "auto" is an insured in the "underlying insurance" then that person shall be an insured under this Coverage Part. Coverage provided by this exception shall be no broader than that of the "underlying insurance";
- c. Someone using an "auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours; or
- d. Anyone other than your "employees", partners (if you are a partnership), members (if you are a limited liability company), or a lessee or borrower or any of their "employees", while moving property to or from an "auto".

Anyone liable for the conduct of an insured described above is an insured, but only to the extent of that liability.

- 4. No person or organization is an insured with respect to "bodily injury" or "personal injury" to you or to a co-"employee" while in the course of his, her or its employment, or the spouse, child, parent, brother or sister of that co-"employee" as a consequence of such "bodily injury" or "personal injury", or for any obligation to share damages with or repay someone else who must pay damages because of the injury.

This paragraph 4. does not apply if any person or organization is an insured in "underlying insurance" with respect to "bodily injury" or "personal injury" to you or to a co-"employee" while in the course of his, her or its employment, or the spouse, child, parent, brother or sister of that co-"employee" as a

consequence of such "bodily injury" or "personal injury", or for any obligation to share damages with or repay someone else who must pay damages because of the injury. Coverage provided by this exception shall not be broader than that provided by the "underlying insurance".

No person or organization is an insured with respect to the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations.

SECTION IV — COMMERCIAL UMBRELLA LIABILITY CONDITIONS

1. Duties In The Event Of Occurrence, Claim Or Suit

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:
 - (1) How, when and where the "occurrence" or offense took place;
 - (2) The names and addresses of any injured persons and witnesses; and
 - (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b. If a claim is made or "suit" is brought against any insured, you must:
 - (1) Immediately record the specifics of the claim or "suit" and the date received; and
 - (2) Notify us as soon as practicable.You must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c. You and any other involved insured must:
 - (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
 - (2) Authorize us to obtain records and other information;
 - (3) Cooperate with us in the investigation, settlement or defense of the claim or "suit"; and

- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which the insurance may also apply.

- d. No insureds will, except at their own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

2. Legal Action Against Us

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured obtained after an actual trial; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

3. Separation of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

4. Appeals

In the event the insured or the insured's underlying insurers elect not to appeal a judgment in excess of the amount of the limits of the "underlying insurance", we may elect to appeal.

We will pay the expenses incidental to such appeal. Except for the payment of such expenses, this condition will not increase the amount we will pay as outlined under **SECTION II — LIMITS OF INSURANCE**.

5. Maintenance Of Underlying Insurances

The "underlying insurance(s)" described in the Declarations must be maintained in full effect during the term of this Coverage Part, except for any reduction of any aggregate limit caused by the payment of losses or settlements. Your failure to comply with this condition shall not invalidate this Coverage Part, but in the event of such failure, this Coverage Part shall apply in the same manner as though the "underlying insurance(s)" had been maintained.

If you receive notice that any aggregate limit of liability of any policy of "underlying insurance" has been exhausted, you shall immediately make all reasonable efforts to reinstate such limits.

6. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under this Coverage Part our obligations are limited as follows:

- a. This insurance is excess over any of the other insurance, except for other insurance bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part;
- b. When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:
 - (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
 - (2) The total of all deductible and self-insured amounts under all that other insurance.

7. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period.

Audit premiums are due and payable on notice to the first Named Insured. If the sum of the advance and audit premiums paid for the policy term is greater than the earned premium, we will return the excess to the first Named Insured.

- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

8. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

9. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

10. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

11. Changes In Underlying Insurance

If any "underlying insurance" is changed in any way after the effective date of this Coverage Part you must promptly give us written notice containing full details of the changes.

12. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the non-renewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V — DEFINITIONS

1. "Advertising injury" means injury arising out of one or more of the following offenses:
 - a. Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
 - b. Oral or written publication of material that violates a person's right of privacy;
 - c. Misappropriation of advertising ideas or style of doing business; or
 - d. Infringement of copyright, title or slogan.

2. "Aircraft" means a weight-carrying structure for navigation of the air that is supported either by its own buoyancy or by the dynamic action of the air against its surfaces.
3. "Auto" means a land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment. But "auto" does not include:
 - a. "Mobile equipment", or
 - b. The equipment listed in paragraph f.(2) or f.(3) of the "mobile equipment" definition, when that equipment is being put to its intended use.
4. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death, disability, mental anguish or shock resulting from any of these at any time.
5. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
6. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
7. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
 - a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
 - b. You have failed to fulfill the terms of a contract or agreement;
 if such property can be restored to use by:
 - a. The repair, replacement, adjustment or removal of "your product" or "your work", or
 - b. Your fulfilling the terms of the contract or agreement.
8. "Insured contract" means:
 - a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
 - b. A sidetrack agreement;

- c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury", "property damage", "personal injury" or "advertising injury" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement;
- g. That part of any contract or agreement entered into, as part of your business, pertaining to the rental or lease, by you or any of your "employees" of any "auto". However, such contract or agreement shall not be considered an "insured contract" to the extent that it obligates you or any of your "employees" to pay for "property damage" to any "auto" rented or leased by you or any of your "employees".

An "insured contract" does not include that part of any contract or agreement:

- (1) That indemnifies a railroad for "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of construction or demolition operations within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;
- (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.
- (3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in

(2) above and supervisory, inspection, architectural or engineering activities.

(4) That indemnifies any person or organization for damage to property rented or loaned to you;

(5) That pertains to the loan, lease or rental of an "auto" to you or any of your "employees", if the "auto" is loaned, leased or rented with a driver. However, that part of any contract or agreement that pertains to the loan, lease or rental of an "auto" to you shall be considered an "insured contract" if it is so considered in any "underlying insurance". Coverage provided under this insurance shall be no broader than that of the "underlying insurance"; or

(6) That holds a person or organization engaged in the business of transporting property by "auto" for hire harmless for your use of an "auto" over a route or territory that person or organization is authorized to serve by public authority.

9. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

10. "Loading or unloading" means the handling of property:

- a. After it is moved from the place where it is accepted for movement into or onto an "aircraft", watercraft or "auto";
- b. While it is in or on an "aircraft", watercraft or "auto"; or
- c. While it is being moved from an "aircraft", watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of mechanical device, other than a hand truck, that is not attached to the "aircraft", watercraft or "auto".

11. "Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, or right-of-way of a railroad.

12. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
- b. Vehicles maintained for use solely on or next to premises you own or rent;
- c. Vehicles that travel on crawler treads;
- d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:

(1) Power cranes, shovels, loaders, diggers or drills; or

(2) Road construction or resurfacing equipment such as graders, scrapers or rollers;

- e. Vehicles not described in a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

(1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or

(2) Cherry pickers and similar devices used to raise or lower workers;

- f. Vehicles not described in a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos".

(1) Equipment designed primarily for:

(a) Snow removal;

(b) Road maintenance, but not construction or resurfacing;

(c) Street cleaning.

(2) Cherry pickers and similar devices mounted on automobiles or truck chassis and used to raise or lower workers; and

(3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

13. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

14. "Personal injury" means injury, other than "bodily injury", arising out of one or more of the following offenses:

- a. False arrest, detention or imprisonment;
- b. Malicious prosecution;
- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies by or on behalf of its owner, landlord or lessor;
- d. Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services; or
- e. Oral or written publication of material that violates a person's right of privacy.

15. "Products-completed operations hazard":

- a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

(1) Products that are still in your physical possession; or

(2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:

(a) When all of the work called for in your contract has been completed.

(b) When all of the work to be done at the job site has been completed if you contract calls for work at more than one job site.

(c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

- b. Does not include "bodily injury" or "property damage" arising out of:

(1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or

operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured; or

(2) The existence of tools, uninstalled equipment or abandoned or unused materials.

16. "Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the same time of the physical injury that caused it; or
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the same time of the "occurrence" that caused it.

17. "Suit" means a civil proceeding in which damage because of "bodily injury", "property damage", "personal injury" or "advertising injury" to which this insurance applies are alleged. "Suit" includes:

- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
- b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

18. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

19. "Underlying insurance" means only that insurance listed in the Schedule of Underlying Insurance shown on the Declarations of this Coverage Part.

20. "Your product" means:

- a. Any goods or products, other than, real property, manufactured, sold, handled, distributed or disposed of by:

(1) You;

(2) Others trading under your name; or

(3) A person or organization whose business or assets you have acquired; and

- b. Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

"Your product" does not include vending machines or other property rented to or located for the use of others but not sold.

21. "Your work" means:

- a. Work or operations performed by you or on your behalf; and**
- b. Materials, parts or equipment furnished in connection with such work or operation.**

"Your work" includes:

- a. Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and**
- b. The providing of or failure to provide warnings or instructions.**

COMMERCIAL UMBRELLA LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Please read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under **WHO IS AN INSURED (SECTION III)**.

Other words and phrases that appear in quotation marks have special meaning. Refer to **DEFINITIONS (SECTION V)**.

SECTION I — COVERAGES

1. Insuring Agreements

Coverage A. — Bodily Injury and Property Damage Liability

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **2. Defense, Settlement and Supplementary Payments**.

- b. This insurance applies to "bodily injury" and "property damage" only if:

- (1) The "bodily injury" or "property damage" is caused by an "occurrence"; and
- (2) The "bodily injury" or "property damage" occurs during the policy period.

The "occurrence" may take place anywhere in the world.

- c. Damages because of "bodily injury" or "property damage" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury"

Coverage B. — Personal Injury and Advertising Injury Liability

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal injury" or "advertising injury" to which this insurance applies.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **2. Defense, Settlement and Supplementary Payments**.

- b. This insurance applies to:

- (1) "Personal injury" caused by an offense committed anywhere in the world and arising out of your business, excluding advertising, publishing, broadcasting or telecasting done by or for you;
- (2) "Advertising injury" caused by an offense committed anywhere in the world in the course of advertising your goods, products or services;

but only if the offense was committed during the policy period.

2. Defense, Settlement and Supplementary Payments.

- a. When "underlying insurance" does not apply to a loss for which a claim is made or "suit" is brought and which is covered by this Coverage Part:

- (1) We will have the right and duty to defend any claim or "suit" seeking damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury", or "property damage", "personal injury" or "advertising injury" to which this insurance does not apply.
- (2) We may, at our discretion, investigate any "occurrence" or offense and settle any claim or "suit" that may result.
- (3) Our right and duty to defend and when we have used up the applicable limit of insurance in the payment of judgments or settlements.

- b. When "underlying insurance" does not apply to a loss for which a claim is made or "suit" is brought and which is covered by this Coverage Part:

(1) We will have the right, but not the duty, to defend any claim or "suit" seeking damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury", "property damage", "personal injury" or "advertising injury" to which this insurance does not apply.

(2) We may, at our discretion, investigate any "occurrence" or offense and settle any claim or "suit" that may result.

(3) Our right to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.

- c. The amount we will pay for damages is limited as described in LIMITS OF INSURANCE (SECTION II);

- d. We will pay with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

(1) All expenses we incur;

(2) Up to \$2,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

(3) The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.

(4) All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$250 a day because of time off from work.

(5) All costs taxed against the insured in the "suit".

(6) Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

- (7) All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay or deposited in the court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

If we are prevented by law or otherwise from carrying out the above provisions, we will pay any expense incurred with our written consent in accordance with these provisions.

You must promptly reimburse us for any amount of loss we pay on your behalf within the Insured's Net Retention shown on the Declarations.

If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

(a) The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";

(b) This insurance applies to such liability assumed by the insured;

(c) The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";

(d) The allegations in the "suit" and the information we know about the "occurrence" or offense are such that no conflict appears to exist between the interests of the insured and the interest of the indemnitee;

(e) The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and

(f) The indemnitee:

(1) Agrees in writing to:

(1) Cooperate with us in the investigation, settlement or defense of the "suit";

(2) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";

(3) Notify any other insurer whose coverage is available to the indemnitee; and

(4) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and

(ii) Provides us with written authorization to:

(1) Obtain records and other information related to the "suit"; and

(2) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of paragraph 3.d.(2) of SECTION I - COVERAGES, such payments will not be deemed to be damages for "bodily injury", "property damage", "personal injury" or "advertising injury" and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorney's fees and necessary litigation expenses as Supplementary Payments ends when:

(a) We have used up the applicable limit of insurance in the payment of judgments or settlements; or

(b) The conditions set forth above, or the terms of the agreement described in paragraph (f) above, are no longer met.

3. Exclusions

This insurance does not apply to:

a. Expected or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

b. Workers Compensation and Similar Laws

Any obligation, of the insured under a workers compensation, disability benefits or unemployment compensation law or any similar law.

c. Recall of Products, Work or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

(1) "Your product",

(2) "Your work",

(3) "Impaired property",

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

d. Contractual Liability

Any obligation of the insured to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

(1) That the insured would have in the absence of the contract or agreement; or

(2) Assumed in a contract or agreement that is an "insured contract", provided the "personal injury", "advertising injury", "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "personal injury", "advertising injury", "bodily injury" or "property damage", provided:

(i) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and

(ii) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

e. Damage to Property

- (1) Property you own;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (4) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3) and (4) of this exclusion do not apply to liability assumed under a side-track agreement.

Paragraph (4) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

f. Damage to Your Product

"Property damage" to "your product" arising out of it or any part of it.

g. Damage to Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard."

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

h. Damage to Impaired Property or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

i. Personal Injury or Advertising Injury

"Personal injury" or "advertising injury":

- (1) Arising out of oral or written publication of material, if done by or at the direction of the insured with knowledge of its falsity;
- (2) Arising out of oral or written publication of material whose first publication took place before the beginning of the policy period; or
- (3) Arising out of the willful violation of a penal statute or ordinance committed by or with the consent of the insured.

j. Advertising Injury

- (1) Breach of contract, other than the misappropriation of advertising ideas under an implied contract;
- (2) The failure of goods, products or services to conform with advertised quality or performance; or
- (3) The wrong description of the price of goods, products or services.

k. War

Any liability of the insured due to war, whether or not declared, or any act or condition incident to war. War includes:

- (1) Civil war, insurrection, rebellion or revolution; and
- (2) Confiscation, nationalization, requisition of or damage to property by or under the order of any government or public or local authority.

This exclusion does not apply with respect to "occurrences" taking place in the United States of America, its territories or possessions, or Canada.

l. Aircraft

Any liability of the insured arising out of the ownership, maintenance, use or entrustment to others of any "aircraft" owned or operated by, chartered without crew or rented or loaned to any insured. Use includes operation and "loading and unloading".

This exclusion does not apply to liability of the insured for "bodily injury" to any employee of the insured unless such liability is already excluded under exclusion b. above.

This exclusion does not apply to liability assumed under any "insured contract" for the ownership, maintenance or use of any "aircraft."

m. Pollution

(1) Any liability of the insured arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants:

(a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured;

(b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;

(c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for any insured or any person or organization for whom you may be legally responsible;

(d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations:

(i) if the pollutants are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor; or

(ii) if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of pollutants; or

(e) That are or that are contained in any property that is:

(i) Being transported or towed by, handled, or handled for movement into, onto or from, an "auto",

(ii) Otherwise in the course of transit by or on behalf of the "insured"; or

(iii) Being stored, disposed of, treated or processed in or upon an "auto".

Subparagraphs (a) and (d)(i) do not apply to "bodily injury" or "property damage" arising out of heat, smoke or fumes from a hostile fire.

As used in this exclusion, a hostile fire means one which becomes uncontrollable or breaks out from where it was intended to be.

(2) Any loss, cost or expense arising out of any:

(a) Request, demand or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of pollutants; or

(b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of the pollutants.

This paragraph (2) does not apply to loss, cost or expense caused by an "occurrence" and resulting from the ownership, maintenance or use of an "auto", but only if there is either "bodily injury" or "property damage" to which this insurance applies caused by the same "occurrence".

n. Racing

Any liability arising out of the use of any "auto" or "mobile equipment" in, or while in practice or preparation for, a prearranged racing, speed or demolition contest or in any stunting activity.

o. Watercraft

Any liability arising out of the ownership, maintenance, use or entrustment to others of any watercraft owned or operated by or rented or loaned to any insured, except to the extent coverage is available to you or the insured in the "underlying insurance". Coverage provided by this exception shall be no broader than that of the "underlying insurance". Use includes operation and "loading and unloading".

This exclusion shall not apply to your liability for "bodily injury" to your employees unless such liability is already excluded under exclusion b. above.

p. Employment-Related Practices

"Personal injury" or "bodily injury" arising out of any:

- (1) Refusal to employ;
- (2) Termination of employment;
- (3) Coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or other employment-related practices, policies, acts, or omissions; or
- (4) Consequential "personal injury" or "bodily injury" as a result of (1) through (3) above;

Except to the extent coverage is available to you or the insured in the "underlying insurance". Coverage provided by this exception shall be no broader than that of the "underlying insurance".

This exclusion applies whether the insured may be held liable as an employer or in any other capacity and to any obligation to share damages with or to repay someone else who must pay damages because of the injury.

THIS COVERAGE PART IS SUBJECT TO THE FOLLOWING NUCLEAR ENERGY LIABILITY EXCLUSION (Broad Form)

This insurance does not apply to any liability:

1. With respect to which an "insured" under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
2. Resulting from the "hazardous properties" of "nuclear material" and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the "insured" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

3. Resulting from the "hazardous properties" of "nuclear material", if:

- a. The "nuclear material" (i) is at any "nuclear facility" owned by, or operated by or on behalf of, an "insured" or (ii) has been discharged or dispersed therefrom;
- b. The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an "insured"; or
- c. The liability arises out of the furnishing by an "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion c. applies only to "property damage" to such "nuclear facility" and any property threat.

As used in this exclusion:

"Hazardous properties" include radioactive, toxic or explosive properties;

"Nuclear material" means "source material", "special nuclear material" or "by-product material";

"Source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

"Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor";

"Waste" means any waste material (a) containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and (b) resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".

"Nuclear facility" means:

- a. Any "nuclear reactor";
- b. Any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing "spent fuel", or (3) handling, processing or packaging "waste";

c. Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the "insured" at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

d. Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

"Nuclear reactor" means any apparatus signed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

"Property damage" includes all forms of radioactive contamination of property.

SECTION II — LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

- a. Insureds;
- b. Claims made or "suits" brought; or
- c. Persons or organizations making claims or bringing "suits".

2. The Limits of Insurance shown in the Declarations are the most we will pay in excess of either:

- a. The limits of the "underlying insurance" shown in the Declarations and any other primary insurance applicable to the insured; or
- b. The insured's Net Retention shown in the Declarations if there is no "underlying insurance" or other primary insurance covering the loss.

3. The General Aggregate Limit is the most we will pay for all injury and damage except damages:

- a. Because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; or
- b. Resulting from the ownership, maintenance, use or entrustment to others of an "auto".

4. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage A, for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".

5. Subject to 3. above, the Personal and Advertising Injury Limit is the most we will pay under Coverage B, for the sum of all damages because of all "personal injury" and all "advertising injury" sustained by any one person or organization.

6. Subject to 3. or 4. above, whichever applies, the Each Occurrence Limit is the most we will pay for damages under Coverage A, because of all "bodily injury" and "property damage" arising out of any one "occurrence".

The limits of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

If the aggregate limit of liability of any policy of the "underlying insurance" is reduced or exhausted because of losses paid then this insurance will:

1. Continue as excess over the reduced "underlying insurance", in this case of reduction.
2. Continue as "underlying insurance", in the case of exhaustion.

The limits of liability of any "underlying insurance" shall be deemed to apply regardless of:

1. Any defense which the underlying insurer may assert because of an insured's failure to comply with any condition of the policy after an "occurrence"; or
2. The inability of the underlying insurer to pay because of bankruptcy or insolvency.

SECTION III — WHO IS AN INSURED

1. a. If you are designated in the Declarations as:

- (1) An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
- (2) A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.

(3) A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.

(4) An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

b. No person or organization, except the Named Insured shown in the Declarations, is an insured with respect to the ownership, maintenance, operation, use, "loading or unloading" or entrustment to others of any "autos", except as provided in 3. below.

2. Except as provided in 4. below, each of the following is also an insured:

a. Your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" is an insured for:

(1) "Bodily injury" or "personal injury":

(a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), or to a co-"employee" while that co-"employee" is either in the course of his or her employment or performing duties related to the conduct of your business;

(b) To the spouse, child, parent, brother or sister of that co-"employee" as a consequence of paragraph (1) (a) above;

(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in paragraphs (1) (a) or (1) (b) above; or

(d) Arising out of his or her providing or failing to provide professional health care services.

(2) "Property damage" to property:

(a) Owned, occupied or used by,

(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

Paragraph (1) (d) does not apply if "employees" are insureds in "underlying insurance" for "bodily injury" or "personal injury" arising out of his or her providing or failing to provide professional health care services. Coverage provided by this exception shall be no broader than that of the "underlying insurance".

b. Any person (other than your "employee"), or any organization while acting as your real estate manager.

c. Any person or organization having proper temporary custody of your property if you die, but only:

(1) With respect to liability arising out of the maintenance or use of that property; and

(2) Until your legal representative has been appointed.

d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

e. Any other person or organization who is an additional insured in the "underlying insurance" shown in the Declarations. The coverage afforded under this insurance will be no broader than that of the "underlying insurance".

f. Any person or organization, trustee or estate for which you are obligated by an "insured contract" to provide this type of insurance. This applies, however, only to operations performed by you or on your behalf or to facilities you own or use.

g. With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if

no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

- (1) "Bodily injury" to a co-"employee" of the person driving the equipment; or
 - (2) "Property damage" to property owned by, rented to, in the charge of or occupied by your or the employer of any person who is an insured under this provision.
- h. With respect to any "aircraft" chartered with pilot by you or on your behalf, any person using such "aircraft" and any person responsible for the use of such "aircraft", provided it is used with your permission.

However, the following are not insureds as respects this provision:

- (1) The owner, pilot, crew or anyone operating the "aircraft";
- (2) Any manufacturer of "aircraft", engines or aviation accessories;
- (3) Any aviation sales, service or repair organization;
- (4) Any airport or hangar operator; or
- (5) Any employee of (2), (3), or (4) above.

This paragraph h. shall not apply if it restricts coverage granted under paragraph e. above.

- i. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- (1) Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
- (2) Coverage does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- (3) Coverage does not apply to "personal injury" or "advertising injury" arising out of an offense committed before you acquired or formed the organization.

Except as provided in 3. below, none of the persons or organizations included as an insured in this paragraph 2. is an insured with respect to the ownership, maintenance, operation, use "loading or unloading" or entrustment to others of any "auto".

3. Except as provided in 4. below, any person is an insured while using with your permission an "auto" you own, hire or borrow. The following are not insureds under this provision:

- a. The owner of anyone else from whom you hire or borrow an "auto". This exception does not apply if the "auto" is a "trailer" connected to an "auto" you own. However, if the owner of such an "auto" is an insured in the "underlying insurance" then that person shall be an insured under this Coverage Part. Coverage provided by this exception shall be no broader than that of the "underlying insurance";
- b. Your "employee" if the "auto" is owned by that "employee" or a member of his or her household. However, if the owner of such an "auto" is an insured in the "underlying insurance" then that person shall be an insured under this Coverage Part. Coverage provided by this exception shall be no broader than that of the "underlying insurance";
- c. Someone using an "auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours; or
- d. Anyone other than your "employees", partners (if you are a partnership), members (if you are a limited liability company), or a lessee or borrower or any of their "employees", while moving property to or from an "auto".

Anyone liable for the conduct of an insured described above is an insured, but only to the extent of that liability.

4. No person or organization is an insured with respect to "bodily injury" or "personal injury" to you or to a co-"employee" while in the course of his, her or its employment, or the spouse, child, parent, brother or sister of that co-"employee" as a consequence of such "bodily injury" or "personal injury", or for any obligation to share damages with or repay someone else who must pay damages because of the injury.

This paragraph 4. does not apply if any person or organization is an insured in "underlying insurance" with respect to "bodily injury" or "personal injury" to you or to a co-"employee" while in the course of his, her or its employment, or the spouse, child, parent, brother or sister of that co-"employee" as a

consequence of such "bodily injury" or "personal injury", or for any obligation to share damages with or repay someone else who must pay damages because of the injury. Coverage provided by this exception shall not be broader than that provided by the "underlying insurance".

No person or organization is an insured with respect to the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations.

SECTION IV — COMMERCIAL UMBRELLA LIABILITY CONDITIONS

1. Duties In The Event Of Occurrence, Claim Or Suit

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:
 - (1) How, when and where the "occurrence" or offense took place;
 - (2) The names and addresses of any injured persons and witnesses; and
 - (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b. If a claim is made or "suit" is brought against any insured, you must:
 - (1) Immediately record the specifics of the claim or "suit" and the date received; and
 - (2) Notify us as soon as practicable.You must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c. You and any other involved insured must:
 - (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
 - (2) Authorize us to obtain records and other information;
 - (3) Cooperate with us in the investigation, settlement or defense of the claim or "suit"; and

- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which the insurance may also apply.

- d. No insureds will, except at their own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

2. Legal Action Against Us

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured obtained after an actual trial; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

3. Separation of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

4. Appeals

In the event the insured or the insured's underlying insurers elect not to appeal a judgment in excess of the amount of the limits of the "underlying insurance", we may elect to appeal.

We will pay the expenses incidental to such appeal. Except for the payment of such expenses, this condition will not increase the amount we will pay as outlined under **SECTION II — LIMITS OF INSURANCE**.

5. Maintenance Of Underlying Insurances

The "underlying insurance(s)" described in the Declarations must be maintained in full effect during the term of this Coverage Part, except for any reduction of any aggregate limit caused by the payment of losses or settlements. Your failure to comply with this condition shall not invalidate this Coverage Part, but in the event of such failure, this Coverage Part shall apply in the same manner as though the "underlying insurance(s)" had been maintained.

If you receive notice that any aggregate limit of liability of any policy of "underlying insurance" has been exhausted, you shall immediately make all reasonable efforts to reinstate such limits.

6. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under this Coverage Part our obligations are limited as follows:

- a. This insurance is excess over any of the other insurance, except for other insurance bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part;
- b. When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:
 - (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
 - (2) The total of all deductible and self-insured amounts under all that other insurance.

7. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period.

Audit premiums are due and payable on notice to the first Named Insured. If the sum of the advance and audit premiums paid for the policy term is greater than the earned premium, we will return the excess to the first Named Insured.

- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

8. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

9. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

10. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

11. Changes In Underlying Insurance

If any "underlying insurance" is changed in any way after the effective date of this Coverage Part you must promptly give us written notice containing full details of the changes.

12. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the non-renewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V — DEFINITIONS

1. "Advertising injury" means injury arising out of one or more of the following offenses:
 - a. Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
 - b. Oral or written publication of material that violates a person's right of privacy;
 - c. Misappropriation of advertising ideas or style of doing business; or
 - d. Infringement of copyright, title or slogan.

2. "Aircraft" means a weight-carrying structure for navigation of the air that is supported either by its own buoyancy or by the dynamic action of the air against its surfaces.
3. "Auto" means a land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment. But "auto" does not include:
 - a. "Mobile equipment", or
 - b. The equipment listed in paragraph f.(2) or f.(3) of the "mobile equipment" definition, when that equipment is being put to its intended use.
4. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death, disability, mental anguish or shock resulting from any of these at any time.
5. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
6. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
7. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
 - a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
 - b. You have failed to fulfill the terms of a contract or agreement;
 if such property can be restored to use by:
 - a. The repair, replacement, adjustment or removal of "your product" or "your work", or
 - b. Your fulfilling the terms of the contract or agreement.
8. "Insured contract" means:
 - a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
 - b. A sidetrack agreement;

- c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury", "property damage", "personal injury" or "advertising injury" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement;
- g. That part of any contract or agreement entered into, as part of your business, pertaining to the rental or lease, by you or any of your "employees" of any "auto". However, such contract or agreement shall not be considered an "insured contract" to the extent that it obligates you or any of your "employees" to pay for "property damage" to any "auto" rented or leased by you or any of your "employees".

An "insured contract" does not include that part of any contract or agreement:

- (1) That indemnifies a railroad for "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of construction or demolition operations within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;
- (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving, or failing to prepare or approve, maps shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.
- (3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in

(2) above and supervisory, inspection, architectural or engineering activities.

(4) That indemnifies any person or organization for damage to property rented or loaned to you;

(5) That pertains to the loan, lease or rental of an "auto" to you or any of your "employees", if the "auto" is loaned, leased or rented with a driver. However, that part of any contract or agreement that pertains to the loan, lease or rental of an "auto" to you shall be considered an "insured contract" if it is so considered in any "underlying insurance". Coverage provided under this insurance shall be no broader than that of the "underlying insurance"; or

(6) That holds a person or organization engaged in the business of transporting property by "auto" for hire harmless for your use of an "auto" over a route or territory that person or organization is authorized to serve by public authority.

9. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

10. "Loading or unloading" means the handling of property:

- a. After it is moved from the place where it is accepted for movement into or onto an "aircraft", watercraft or "auto";
- b. While it is in or on an "aircraft", watercraft or "auto"; or
- c. While it is being moved from an "aircraft", watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of mechanical device, other than a hand truck, that is not attached to the "aircraft", watercraft or "auto".

11. "Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, or right-of-way of a railroad.

12. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
- b. Vehicles maintained for use solely on or next to premises you own or rent;
- c. Vehicles that travel on crawler treads;
- d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:

(1) Power cranes, shovels, loaders, diggers or drills; or

(2) Road construction or resurfacing equipment such as graders, scrapers or rollers;

- e. Vehicles not described in a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

(1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or

(2) Cherry pickers and similar devices used to raise or lower workers;

- f. Vehicles not described in a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos".

(1) Equipment designed primarily for:

(a) Snow removal;

(b) Road maintenance, but not construction or resurfacing;

(c) Street cleaning.

(2) Cherry pickers and similar devices mounted on automobiles or truck chassis and used to raise or lower workers; and

(3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

13. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

14. "Personal injury" means injury, other than "bodily injury", arising out of one or more of the following offenses:

- a. False arrest, detention or imprisonment;
- b. Malicious prosecution;
- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies by or on behalf of its owner, landlord or lessor;
- d. Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services; or
- e. Oral or written publication of material that violates a person's right of privacy.

15. "Products-completed operations hazard":

- a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

(1) Products that are still in your physical possession; or

(2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:

- (a) When all of the work called for in your contract has been completed.
- (b) When all of the work to be done at the job site has been completed if you contract calls for work at more than one job site.
- (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

- b. Does not include "bodily injury" or "property damage" arising out of:

(1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or

operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured; or

(2) The existence of tools, uninstalled equipment or abandoned or unused materials.

16. "Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the same time of the physical injury that caused it; or
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the same time of the "occurrence" that caused it.

17. "Suit" means a civil proceeding in which damage because of "bodily injury", "property damage", "personal injury" or "advertising injury" to which this insurance applies are alleged. "Suit" includes:

- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
- b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

18. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

19. "Underlying insurance" means only that insurance listed in the Schedule of Underlying Insurance shown on the Declarations of this Coverage Part.

20. "Your product" means:

- a. Any goods or products, other than, real property, manufactured, sold, handled, distributed or disposed of by:
 - (1) You;
 - (2) Others trading under your name; or
 - (3) A person or organization whose business or assets you have acquired; and
- b. Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

"Your product" does not include vending machines or other property rented to or located for the use of others but not sold.

21. "Your work" means:

- a. Work or operations performed by you or on your behalf; and
- b. Materials, parts or equipment furnished in connection with such work or operation.

"Your work" includes:

- a. Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
- b. The providing of or failure to provide warnings or instructions.

CHEMETCO CHICAGO WAREHOUSE

26285

600,744,5564

8/29/01

LOT NO	MATERIAL	UNIT	PRICE	CARRIER	AMOUNT
822531	TINNED CU WIRE	4829#	C 52.00	82001	\$2,511.08
322532	COPPER CATHODES	3578#	C 45.00	82001	\$1,610.40
322533	BARELY BARE WIRE	112#	C 67.00	82001	\$7,484.32
3-22536	PHOS GRADE AL	13231#	C 55.00	82001	\$7,277.05
322537	TIN PLATED 70/30	12312#	C 40.00	82001	\$4,924.80
322539	TINNED CU WIRE	3513#	C 45.00	82001	\$1,580.85
322540	PHOS GRADE AL	4783#	C 55.00	82001	\$2,630.65
322541	BARELY BARE WIRE	2493#	C 67.00	82001	\$1,669.71

DEPT 100

242176 SOUTHERN TULINO 8-10R

CHANNISON

100-10-0000

\$17,239.08

CHEMETCO CHICAGO WAREHOUSE 26285
1-(800) 444-5564

8/29/01

TYPE	LOT NO	MATERIAL	WT/UNIT	PRICE	CARRIER	AMOUNT
FIN	322531	TINNED CU WIRE	4829#	C 52.00	82001	\$2,511.08
FIN	322532	COPPER CATHODES	3578#	C 45.00	82001	\$1,610.10
FIN	322533	BARELY BARE WIRE	1112#	C 81.00	82001	\$878.32
FIN	322536	PHOS GRADE "A"	3231#	C 55.00	82001	\$1,777.05
FIN	322537	TIN PLATED 70/30	12312#	C 40.00	82001	\$4,924.80
FIN	322539	TINNED CU WIRE	3513#	C 45.00	82001	\$1,580.85
FIN	322540	PHOS GRADE "A"	4793#	C 55.00	82001	\$2,636.15
FIN	322541	BARELY BARE WIRE !	2493#	C 81.00	82001	\$1,520.73

METALSTAMP
24219 S. NORTHERN ILLINOIS DR.
CHANNAHON IL
60410 0000

\$17,239.08

CHEMETCO, INC. 1-(800)444-5564
CHICAGO WAREHOUSE



80-49815

No. M 26285

DATE 8/29/01

PAY

****17,239.08***

DOLLARS \$ *17,239.08

TO THE
ORDER
OF

METALSTAMP
24219 S. NORTHERN ILLINOIS DR.
CHANNAHON IL
60410 0000

[Handwritten Signature]
AUTHORIZED SIGNATURE

⑈026285⑈ ⑆081500493⑆ 350702684⑈



METALSTAMP inc.

DESIGN • STAMPINGS • TOOLING

24219 NORTHERN ILLINOIS DR. • CHANNAHON, IL 60410 • 815-467-7800

Customer's Order No.		Date 8-20 2001	
Sold To CHEMETCO			
Address 16400 S. LATHROP HARVEY, IL 60426			
Ship To			
Address			
SOLD BY		CASH	CHARGE
		C.O.D.	VIA
		GREAT LAKES TRANS	
		<input type="checkbox"/> PREPAID <input type="checkbox"/> COLLECT	

#	QUANTITY	DESCRIPTION	PRICE	AMOUNT
1	1	MISC PLATED 194		
2		3570 - 57 = 3513 ✓		
3				
4	1	ALLOY 110		
5		3861 - 256 = 3605 ✓		
6				
7	2	TIN PLATED 210		
8		2692 - 267 = 2425		
9		2466 - 62 = 2404 ✓		
10				
11				
12				
13				
14		TAX		
15		TOTAL		

All claims and returned goods MUST be accompanied by this bill.

36544
Rec'd By _____

050-68

MONARCH STAMPING & SUPPLIES - ADJET, IL 60404 3080-AT

5-0



METALSTAMP inc.

DESIGN • STAMPINGS • TOOLING

24219 NORTHERN ILLINOIS DR. • CHANNAHON, IL 60410 • 815-467-7800

Customer's Order No.		Date <u>8-20 2001</u>	
Sold To <u>PER CHEMETCO</u>			
Address <u>16400 S LATHROP HARVEY, IL 60426</u>			
Ship To			
Address			
SOLD BY	CASH	CHARGE	C.O.D. VIA <u>GREAT LAKES TRANS</u> <input type="checkbox"/> PREPAID <input type="checkbox"/> COLLECT

✓	QTY	DESCRIPTION	PRICE	AMOUNT
1	<u>60</u>	<u>TIN PLATED 2600</u>		
2		<u>4017-268 = 3749</u>		
3		<u>2373-261 = 2112</u>		
4		<u>1655-267 = 1388</u>		
5		<u>1020-259 = 761</u>		
6		<u>1226-267 = 959</u>		
7		<u>3397-54 = 3343</u>		
8		<u>12,312</u>		
9	<u>2</u>	<u>TIN PLATED 17410 BECU</u>		
10		<u>2009-259 = 1750</u>		
11		<u>2097-269 = 1828</u>		
12		<u>3578</u>		
13				
14		TAX		
15		TOTAL		

All claims and returned goods must be accompanied by this bill.

36543
Rec'd By _____

GSD-58

MINARON GRAPHICS & SUPPLIES - ADJET, IL 60410

8722-AT

2-5

MS 000519



METALSTAMP inc.

DESIGN • STAMPINGS • TOOLING

24219 NORTHERN ILLINOIS DR. • CHANNAHON, IL 60410 • 815-467-7800

Customer's Order No.		Date		8-20 2001	
Sold To <u>CHEMETCO</u>					
Address <u>16400 S. LATHROP HARVEY, IL 60426</u>					
Ship To					
Address					
SOLD BY	CASH	CHARGE	C.O.D.	VIA	
				<u>GREAT LAKES TRANS</u>	<input type="checkbox"/> PREPAID <input type="checkbox"/> COLLECT
QUANTITY	DESCRIPTION			PRICE	AMOUNT
1	2	TIN PLATED 510-8			
2		2257-53=2204			
3		1084-57=1027			
4					
5	2	TIN PLATED 510			
6		3813-62=2751			
7		1126-84=1210			
8					
9					
10					
11					
12					
13					
14		TAX			
15		TOTAL			
All claims and returned goods MUST be accompanied by this bill.					
36545 Rec'd By _____					

GSD-18

MINARION GRAPHICS & SUPPLIES • JOLIET, IL 60434 17625-AT

B-6

MS 000620

SHORT FORM BILL OF LADING 6S695/6P695

3-PART

Original—Not Negotiable

Carrier's Pro No. _____
 Shipper's Bill of Lading No. _____
 Consignee's Reference/PO No. _____
 Carrier's Code (SCAC) _____

GRAT LAKES TRAILER

METALSTAMP, INC.

8-20 20 01 from 24219 NORTHERN ILLINOIS DR

(Mail or street address of consignee—For purposes of notification only.)
 State IL Zip Code 60426 County _____

Car or Vehicle Initials

No.

Weight
(Sub to Col.)

Class
or Rate

Check
Column

Subject to Section 7 of Conditions of applicable bill of lading if the shipment is to be delivered to the consignee without receipt on the consigna, the consignee shall sign the following statement:

The carrier shall not make delivery of the shipment without payment of freight and of other lawful charges.

(Signature of Consignee)

Freight charges are PREPAID unless otherwise noted.

CHECK BOX I COLLECT

Received I _____ to apply in payment of the charges on the property described herein.

Agent or Carrier

Fee
(The signatory here acknowledges only the amount paid.)

Charges Advanced

Shipper,

per _____

Agent _____

carbonless

METALSTAMP, INC.

24219 NORTHERN ILLINOIS DR.

ISSUED / FOR SETS / 6P695 / 50 SETS

Carrier GRUB Lakes

B/L # 22635

at 16400 S. Webster 8-20

பக்கம் 7

from Chematco, Inc.,

C.H.V. & Co

Warehouse

Shipped hereby carrier and its tender with all the terms and conditions of the charter party of sailing, including those on the back thereof and both in the classification or bill of lading govern the transshipment of this shipment, and the said terms and conditions are hereby agreed to by the consignee and accepted for himself and the vessel.

Consigned to Legal Stamp

Destination CWAHA HAW

Start { 22

(Mail us direct address of candidate—For purposes of notification only.)

Country

Delivery Address NGRt. Hwy 111 Ukiah

Route 0-12

Delivering Carrier Gregg Vukobratovic**Car or Vehicle Intended**

1022

No

931040

No. Packages	Kind of Package, Description of Articles, Special Marks, and Combinations	Weight (Indicate in Pounds)	Class or Rate	Class or Rate
7	Mr Reed TOTES	Approx 9,000		
	Wharson			
	8-20-01			

Subject to Section 1 of Conditions of applicable tariff ledger
 If this shipment is to be delivered at the consignee's address
 mentioned on the invoice, the consignee shall sign the
 following statement:
 The carrier shall not make delivery of this shipment until
 the payment of freight and all other lawful charges.

(Signature of Consignee)

If charges are to be prepaid, note or stamp here, "To be
 Prepaid."

Received \$
 in full for prepayment of the charges on the property of
 the shipper.

Agent or Carrier

Per
 (The signature here acknowledges only the receipt of
 freight.)

Carrier's Acknowledgment

\$

* If the shipment moves between two ports by a carrier by water, the law requires that the bill of lading shall state whether it is car-
 riage or shipper's weight.
 NOTE — Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value
 of the property.
 The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding
 per
 † The above boxes used for this shipment conform to the specifications set forth in the box maker's certificate thereon, and all other
 requirements of the Uniform Freight Classification.
 ‡ Shipper's Invoice in lieu of stamp, not a part of bill of lading approved by the Interstate Commerce Commission.

Shapiro, P.

Agent, Paul

Permanent post-office address of shipper

CP 4581

MS 000622

CHEMETCO CHICAGO WAREHOUSE

3/25/01

THE BULK CONT. NO. MATERIAL		DATE		QUANTITY	
7049022	1	7049022	1	7049022	1
7049023	1	7049023	1	7049023	1
7049024	1	7049024	1	7049024	1
7049025	1	7049025	1	7049025	1
7049026	1	7049026	1	7049026	1
7049027	1	7049027	1	7049027	1
7049028	1	7049028	1	7049028	1
7049029	1	7049029	1	7049029	1
7049030	1	7049030	1	7049030	1
7049031	1	7049031	1	7049031	1
7049032	1	7049032	1	7049032	1
7049033	1	7049033	1	7049033	1
7049034	1	7049034	1	7049034	1
7049035	1	7049035	1	7049035	1

METAL STAMP
SEP 12 5 10TH 1901
CHANNING
EPA 10 1000



18, 523, 49

CHEMETCO CHICAGO WAREHOUSE 1-(800)444-5584

9/06/01

E OUR CONT NO MATERIAL		WT/UNT	PRICE	CARRIER	AMOUNT
N	7049022 TINNED CU WIRE / PLETINUS	13962#	C 52.00	090401	\$7,250.24
N	7049013 PHOS GRADE "A"	4797#	C 55.00	090401	2,638.35
N	7049032 TINNED CU WIRE / PLETINUS	5348#	C 45.00	090401	2,406.60
N	7050013 BARLEY BARE WIRE/MILLBERR	2336#	C 62.00	090401	1,448.32
N	7049041 TINNED CU WIRE / PLETINUS	7089#	C 52.00	090401	3,686.28
N	7049051 TIN PLATED 70/30 SHOVEL	2959#	C 40.00	090401	1,183.60

METALSTAMP
24219 S. NOTHERN ILLINOIS DR.
CHANNAHON IL
60410 0000



\$18,623.39

CHEMETCO, INC. 1-(800)444-5584
CHICAGO WAREHOUSE



80-48716

No. M 26313

PAY ***18,623.39 ***

DATE 9/06/01
DOLLARS \$ 18,623.39

TO THE ORDER OF METALSTAMP
24219 S. NOTHERN ILLINOIS DR.
CHANNAHON IL
60410 0000

[Signature]
AUTHORIZED SIGNATURE

⑆026313⑆ ⑆081500493⑆ 350702684⑆



24219 NORTHERN ILLINOIS DR. • CHANNAHON, IL 60410 • 815-467-7800

Customer's Order No.		Date	
		9-4 2001	
Sold To CHEMETCO			
Address 16400 S. LATHROP HARVEY, IL 60426			
Ship To			
Address			
PAID BY	CASH	CHARGE	C.O.D.
NET			
VIA GREAT LAKES TRANS			PAID BY
PAID BY			
QUANTITY	DESCRIPTION	PRICE	AMOUNT
1	TIN PLATED 210		
2	2227-267 = 2370 #N		
3	2584-267 = 2827 #N		
4			
5	1p TIN PLATED 210		
6	2480-267 = 2213 #N		
7	2227-267 = 1966 #N		
8	3320-277 = 2949 #N		
9	2423-266 = 2157 #N		
10	3128-267 = 2861 #N		
11	2081-267 = 1814 #N		
12			
13			
14	TAX		
15	TOTAL		
All claims and returns must be accompanied by this bill			
36610			
Rec'd By			

GSD-64

MINARCH GRAPHICS & SUPPLIES - JOLIET, IL 60431 67028-AT

84



DESIGN • STAMPINGS • TOOLING

24219 NORTHERN ILLINOIS DR. • CHANNAHON, IL 60410 • 815-467-7800

Customer's Order No.		Date <u>9-4</u> <u>2001</u>								
Sold To <u>CHEMETCO</u>										
Address <u>16400 S. LATHROP HARVEY, IL 60426</u>										
Ship To										
Address										
<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:15%;">SOLD BY</td> <td style="width:15%;">CASH</td> <td style="width:15%;">CHARGE</td> <td style="width:15%;">C.O.D.</td> <td style="width:15%;">VIA</td> <td style="width:30%;"> <u>GREAT LAKES TRANS</u> </td> <td style="width:10%;"> <input type="checkbox"/> PREPAID <input type="checkbox"/> COLLECT </td> </tr> </table>	SOLD BY	CASH	CHARGE	C.O.D.	VIA	<u>GREAT LAKES TRANS</u>	<input type="checkbox"/> PREPAID <input type="checkbox"/> COLLECT			
SOLD BY	CASH	CHARGE	C.O.D.	VIA	<u>GREAT LAKES TRANS</u>	<input type="checkbox"/> PREPAID <input type="checkbox"/> COLLECT				
#	QUANTITY	DESCRIPTION	PRICE	AMOUNT						
1	2	TIN PLATED 510-8								
2		2727-257 = 2470 #N								
3		2584-257 = 2327 #N								
4		4747								
5	1	TIN PLATED 210								
6		2480-267 = 2213 #N								
7		2227-261 = 1966 #N								
8		3220-271 = 2949 #N								
9		2423-266 = 2157 #N								
10		3128-267 = 2861 #N								
11		2081-267 = 1814 #N								
12		1296								
13										
14		TAX								
15		TOTAL								
All claims and returned goods MUST be accompanied by this bill.										
<div style="display: flex; justify-content: space-between;"> 36610 Rec'd By _____ </div>										

GED-2

MINARCH GRAPHICS & SUPPLIES - JOLIET, IL 60434 57620-AT B-1



METALSTAMP inc.

DESIGN • STAMPINGS • TOOLING

24219 NORTHERN ILLINOIS DR. • CHANNAHON, IL 60410 • 815-467-7800

Customer's Order No.		Date	
Sold To		CHEMETRO	
Address		16400 S. LATHROP HARVEY, IL 60426	
Ship To			
Address			
SOLD BY	CASH	CHARGE	C.O.D. VIA
			GREAT LAKES TRANS
		<input type="checkbox"/> PREPAID <input type="checkbox"/> COLLECT	
QTY	DESCRIPTION	PRICE	AMOUNT
2	MISC PLATED 194		
	2629-257 = 2972 #N		
	3843-267 = 2976 #N		
	5348 ✓		
1	TIN PLATED 260		
	3229-270 = 2959 #N ✓		
1	ALLOY 170		
	2604-268 = 2336 #N ✓		
3	TIN PLATED C4197		
	2302-267 = 2035 #N		
	3269-256 = 3013 #N		
	2308-267 = 2041 #N ✓		
	TOTAL	7100	

All claims and returned goods MUST be accompanied by this bill.

36611 Rec'd By _____

GSD-44

MINARCH GRAPHICS & SUPPLIES - JOLIET, IL 60434

87823-A7

5-4

ॐ नमो भगवते वासुदेवाय ॥

Carrier's Code (GGAG) _____

Carrier

~~METALSTAMP INC~~

CINNABON

Shipper hereby certifies that he is familiar with all the laws and ordinances of the said bill of lading, including those on the back thereof, set forth in the classification or tariff which governs the transportation of this shipment and the said terms and conditions are hereby agreed to by the shipper and accepted for himself and his consignee.

Delivery Address * 16400 S. LATHROP

Delivering Carrier	Car or Vehicle Inside	No.

- Agent, per

1

carbonless

15 • 250 SETS / 8 • 25 • 50 SETS

MS 000628



RAIGHT BILL OF LADING—SHORT FORM—Original—Not Negotiable.

Carrier Great Lakes

B/L # 22686

RECEIVED, subject to the conditions and limits in effect on the date of the issue of this Bill of Lading

at 16400 So Lapeer 9-4 2001 from Chemetco, Inc., CHICAGO Warehouse

the property described herein, in apparent good order, except as noted (particulars of packages unknown), received, examined and counted as indicated below, which said carrier (the vessel and/or being unlicensed throughout the course of its voyage or carrying any person or cooperation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination, if on its own, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed, so in each copy of all or any of said proper over all or any portion of said route to destination and as to each party at any time indicated in or by of said property, that every service to be performed hereunder shall be subject to all the terms and conditions of the Uniform Domestic Freight Bill of Lading set forth (1) in Official, Southern, Western and Great Lakes Freight Classification in effect on the date hereof, if this is a bill of lading or a sub-bill of lading or (2) in the applicable carrier's classification or bill if it is a motor carrier shipment.

Shippers hereby warrant that he is familiar with all the terms and conditions of this bill of lading, including those on the back thereof set forth in the classification or bill which governs the transportation of this shipment, and the said terms and conditions are hereby agreed to by the shipper and accepted by himself and his agents.

Consigned to Metal Stamp

Destination CHANDLER State ILL County _____ (Detail or street address of consignee—For purposes of notification only)

Delivery Address NORTHMAN ILLI DRUM

Route OTR

Deterring Carrier Great Lakes Car or Vehicle Initials LCRZ No. 631226

No. Packages	Kind of Package, Description of Articles, Specifications, and Exceptions	WEIGHT (Shipper's Estimate)	Class. of Rate	Quantity
<u>MT TOTE BLS</u>				
	<u>Approx</u>	<u>9,000</u>		

Subject to Section 7 of Conditions of applicable bill of lading if this shipment is to be delivered to the consignee without receipt on the consignee, the shipper shall sign the following statement:

The carrier shall not make delivery of this shipment unless payment of freight and all other bills of lading are received.

(Signature of Consignor)

If charges are to be prepaid, note in stamp here, "To be Prepaid."

Received by _____ It is hereby acknowledged that the charges on this property are prepaid between _____

Agent or Carrier

Per _____ (The signature here authorizes only the amount prepaid)

Charge Advanced

\$ _____

* If the shipment moves between two ports by a carrier by water, the law requires that the bill of lading shall state whether it is carrier's or shipper's weight.

NOTE — Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property.

The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding

per

† The fibre boxes used for this shipment conform to the specifications set forth in the box maker's certificate thereon, and all other requirements of the Uniform Freight Classification.

‡ Shipper's imprint in lieu of stamp, not a part of bill of lading approved by the Interstate Commerce Commission.

Shipper, Per

Agent, Per

Permanent post-office address of shipper.

CP 45B1

CHEMETCO CHICAGO WAREHOUSE

TYPE: CUMULATIVE INVENTORY

DATE: 08/15/2005

08/15/2005

4394 200 COPPER 7 CANS 005 14 001 001

05/28/05 10:20 07-001

05/28/05

4394 200 COPPER 7 CANS 005 14 001 001

05/28/05 10:20 07-001

05/28/05

4394 200 COPPER 7 CANS 005 14 001 001

05/28/05 10:20 07-001

05/28/05

4394 200 COPPER 7 CANS 005 14 001 001

05/28/05 10:20 07-001

05/28/05

4394 200 COPPER 7 CANS 005 14 001 001

05/28/05 10:20 07-001

05/28/05



05/28/05

4394 200 COPPER 7 CANS 005 14 001 001

4394 200 COPPER 7 CANS 005 14 001 001

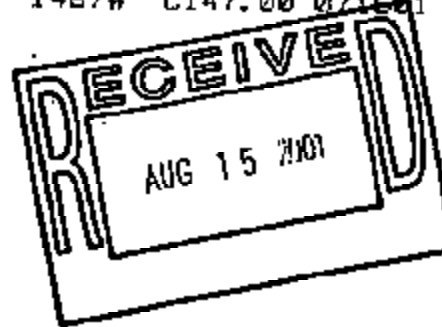
4394 200 COPPER 7 CANS 005 14 001 001

4394 200 COPPER 7 CANS 005 14 001 001

CHEMETCO CHICAGO WAREHOUSE 1-(800) 444-5504 26200

8/13/01

TYPE	OUR CONT NO	MATERIAL	WT/UNT	PRICE	CARRIER	AMOUNT
FIN	4394200	COPPER CATHODES / CATODO	862#	C 40.00	071601	1344.80
FIN	4394130	AU PLATED METALLICS	2624#	C 50.00	071601	1,312.00
FIN	4394150	AG PLATED METALLICS	2549#	C 56.00	071601	1,427.44
FIN	4394190	COPPER CATHODES / CATODO	454#	C 45.00	071601	204.30
FIN	4394140	AU PLATED METALLICS	1487#	C147.00	071601	2,185.89



\$5,474.43

METALSTAMP
24219 S. NOTHERN ILLINOIS DR.
CHANNAHON IL
60410 0000

CHEMETCO, INC. 1-(800) 444-5504
CHICAGO WAREHOUSE

Commerce Bank NA
Financial, Michigan

60-487615

No.

M 26200

PAY *****5,474.43 ***

DATE 8/13/01

DOLLARS \$ **5,474.43

TO THE
ORDER
OF

METALSTAMP
24219 S. NOTHERN ILLINOIS DR.
CHANNAHON IL
60410 0000

[Signature]
AUTHORIZED SIGNATURE

#026200# 1081500493# 350702684#



METALSTAMP inc.

DESIGN • STAMPINGS • TOOLING

24219 NORTHERN ILLINOIS DR. • CHANNAHON, IL 60410 • 815-467-7800

24219 NORTHERN ILLINOIS DR. • CHANNAHON, IL 60410 • 815-467-7800

Customer's Order No. _____ Date 7-16 2001

Sold To CHENKETO

Address 16400 S. LATHROP HARVEY IL 60426

Ship To _____

Address _____

Sold By _____

CASH ☐ CHARGE ☐ C.O.D. ☐ VIA GREAT LAKES TRANS ☐ PREPAID ☐ COLLECT ☐

QUANTITY	DESCRIPTION	PRICE	AMOUNT
1	BECH 17510 (08-825660) 488-34 = 454 #N ✓		8/13 CK
2	Ni AL PLATED 194 (GEN III) 790-36 = 754 #N ✓ 789-56 = 733 #N ✓		8/13 CK
1	ALL AG PLATED 194 (TOYOTA SCRAP) 303-39 = 264 #N ✓		8/20 CK
1	AG PLATED 260 (4-87466) 613-32 = 581 #N ✓		8/20 CK
TAX			
TOTAL			

All claims and returned goods MUST be accompanied by this bill.

36351 Rec'd By _____

MINARCH GRAPHICS & SUPPLIES • JOLIET, IL 60434 57620-AT 84



METALSTAMP inc.

DESIGN • STAMPINGS • TOOLING

24219 NORTHERN ILLINOIS DR. • CHANNAHON, IL 60410 • 815-467-7800

Customer's Order No.		Date		7-16 2001	
Sold To <u>CHEMETCO</u>					
Address <u>16400 S. LATAROP HARVEY IL 60426</u>					
Ship To					
Address					
SOLD BY		CASH	CHARGE	C.O.D.	VIA
					<u>GREAT LAKES TRANS</u>
				<input type="checkbox"/> PREPAID	<input type="checkbox"/> COLLECT
✓	QUANTITY	DESCRIPTION		PRICE	AMOUNT
1	<u>Y</u>	<u>ALU PLATED 194/ (V/W) 01-825581</u>			
2		<u>1192-702 = 1136 #N</u>		<u>8/20 C.K</u>	
3					
4	<u>1</u>	<u>ALU PLATED 194 (supplies 01-825581)</u>			
5		<u>2621-72 = 2549 #N</u>		<u>8/13 C.K</u>	
6					
7	<u>1</u>	<u>ALLOY 7025 TIN PLATED 510</u>			
8		<u>399-60 = 339 #N</u>			
9					
10	<u>1</u>	<u>ALLOY 7025</u>			
11		<u>56-45 = 11 #N</u>			
12					
13					
14		TAX			
15		TOTAL			
All claims and returned goods MUST be accompanied by this bill.					
36352		Rec'd By _____			

GSD-58

INSTRON GRAPHICS & SUPPLIES • JOULET, IL 60424 87822-AT

84

MS 000633

CHEMETCO CHICAGO WAREHOUSE

9/19/01

QTY	DESCRIPTION	UNIT	PRICE	TOTAL	AMOUNT
7581022	TINNED CU WIRE / PLETHUS	7581022	50.00	091701	\$3,943.00
7581022	BARLEY BARE WIRE / M LUBER	7581022	50.00	091701	\$4,669.00
7581041	TIN PLATED 70/30 SHVEL	7581041	35.00	091701	\$350.62
7581051	70/30 BRASS	7581051	45.00	091701	\$2,223.40
7581051	TINNED CU WIRE / PLETHUS	7581051	45.00	091701	\$2,363.85
7581070	COPPER CATHODES / CATOD	7581070	44.00	091701	\$220.28
7581080	PHOS GRADE A	7581080	54.00	091701	\$1,683.18



\$18,157.33

RECEIVED

215 S. NORTHERN ILLINOIS DR

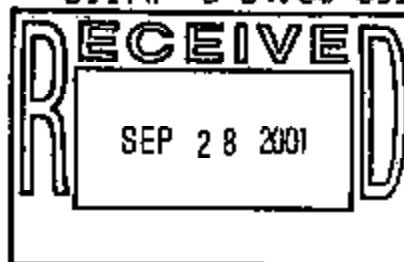
CHICAGO, ILL

60601

CHEMETCO CHICAGO WAREHOUSE 1-(800)444-5584

9/19/01

PE	OUR	CONT	NO	MATERIAL	WT/UNT	PRICE	CARRIER	AMOUNT
FIN		7581032		TINNED CU WIRE / PLETINUS	7884#	C 50.00	091701	13,942.00
FIN		7581022		BARLEY BARE WIRE/MILLBERR	8115#	C 60.00	091701	4,869.00
FIN		7581041		TIN PLATED 70/30 SHOVEL	4758#	C 39.00	091701	1,855.62
FIN		7581011		70/30 BRASS - 70/30 LATON	6032#	C 45.00	091701	2,723.40
FIN		7581051		TINNED CU WIRE / PLETINUS	5253#	C 45.00	091701	2,363.85
FIN		7581070		COPPER CATHODES / CATODO	1637#	C 44.00	091701	720.28
FIN		7581060		PHOS GRADE "A"	3117#	C 54.00	091701	1,683.18



METALSTAMP
24219 S. NOTHERN ILLINOIS DR.
CHANNAHON IL
60410 0000

\$18,157.33

CHEMETCO, INC. 1-(800)444-5584
CHICAGO WAREHOUSE

Commerce Bank^{NA}
Hazel, Missouri

NO-02915

No. M 26382

PAY ***18,157.33 ***

DATE 9/19/01

DOLLARS \$ 18,157.33

TO THE ORDER OF METALSTAMP
24219 S. NOTHERN ILLINOIS DR.
CHANNAHON IL
60410 0000

[Signature]
AUTHORIZED SIGNATURE

⑆026382⑆ ⑆081500493⑆ 350702684⑆



METALSTAMP inc.

DESIGN • STAMPINGS • TOOLING

24219 NORTHERN ILLINOIS DR. • CHANNAHON, IL 60410 • 815-467-7800

Customer's Order No.		Date		8-17 2001	
Sold To <u>CHEMETCO</u>					
Address					
Ship To					
Address					
SOLD BY		CASH	CARD	C.O.D.	VIA
					<u>GREEN LAKES TRANS</u>
					<input type="checkbox"/> PREPAID
					<input type="checkbox"/> COLLECT
QUANTITY	DESCRIPTION				PRICE
1	<u>1/2" PLATED 260</u>				
2	<u>3583-256 = 3327#</u>				
3	<u>7691-263 = 1428#</u>				
4					<u>4765</u> ✓
5	<u>PART PLATED END</u>				
6	<u>CHINA - 1000000</u>				
7	<u>8004</u>				
8					
9	<u>2</u>	<u>MISC 194</u>			
10	<u>3604-271 = 3333#N</u>				
11	<u>2176-259 = 1917#N</u>				
12					<u>5250</u> ✓
13					
14	TAX				
15	TOTAL				
All claims and returned goods MUST be accompanied by invoice					
36649 Rec'd By _____					

680-58

MINARCH GRAPHICS & SUPPLIES • JOLIET, IL 60431 5780-AT

B-6



METALSTAMP inc.

DESIGN • STAMPINGS • TOOLING

24219 NORTHERN ILLINOIS DR. • CHANNAHON, IL 60410 • 815-467-7800

Customer's Order No.		Date		9-17 20 01	
Sold To <i>CHEMETCO</i>					
Address					
Ship To					
Address					
SOLD BY	CASH	CHARGE	C.O.D.	VIA	<input type="checkbox"/> PREPAID <input type="checkbox"/> COLLECT
				<i>GREAT LAKES TANKS</i>	
✓	QUANTITY	DESCRIPTION		PRICE	ACCOUNT
1	<i>2</i>	<i>ALLOY 260</i>			
2		<i>3496-267 = 3229 #N</i>			
3		<i>3075-259 = 2816 #N</i>			
4					
5	<i>2</i>	<i>ALLOY 110</i>			
6		<i>3806-267 = 3539 #N</i>			
7		<i>4840-270 = 4510 #N</i>			
8					
9	<i>3</i>	<i>TIN PLATE 210</i>			
10		<i>2546-267 = 2279 #N</i>			
11		<i>2896-261 = 2635 #N</i>			
12		<i>3224-259 = 2965 #N</i>			
13					
14		TAX			
15		TOTAL			

6045 ✓
8109 ✓
7879 ✓

36648 Rec'd By _____

QSD-68

MINARON GRAPHICS & SUPPLIES - JOLIET, IL 60431 815-467-7800

B-6



METALSTAMP inc.

DESIGN • STAMPINGS • TOOLING

24219 NORTHERN ILLINOIS DR. • CHANNAHON, IL 60410 • 815-467-7800

Customer's Order No.		Date <u>9-17</u> 2001	
Sold To <u>CHEMETCO</u>			
Address			
Ship To			
Address			
SOLD BY	CASH	CHARGE	C.O.D. VIA
		<u>GREAT LAKES TRANS</u>	
		<input type="checkbox"/> PREPAID <input type="checkbox"/> COLLECT	
QTY	DESCRIPTION	PRICE	AMOUNT
1			
2	<u>TIN PLATED BOLL 17410</u>		
3	<u>1904 - 268 - 1636 #1</u>		
4			
5	<u>TIN PLATED 510</u>		
6	<u>3384 - 269 - 3115 #1</u>		
7			
8			
9			
10			
11			
12			
13			
14	TAX		
15	TOTAL		

All claims and returned goods MUST be accompanied by this bill.

36650
Rec'd By _____

MSD-66

MINARION GRAPHICS & SUPPLIES - JOLIET, IL 60434

57525-AT

8-4

MS 000638

EDIFORM
CARBONLESS SPEEDISET

SHORT FORM BILL OF LADING 65695/6P695
3-PART

TRAIGHT BILL OF LADING - SHORT FORM - Original, Not Negotiable

Subject to individually determined rates or contracts that have been agreed upon in writing between the carrier and shipper, it is applicable, observable to the rates, classifications and rules that have been established by the carrier and are available to the shipper on request.

Carrier's Pro No. _____
Shipper's Bill of Lading No. _____
Consignee's Reference/PO No. _____
Carrier's Code (SCAC) _____

GREAT LAKES TRANS. Carrier

METALSTAMP, INC.

9-17 20 01 from 24219 NORTHERN ILLINOIS DR

Property described below in apparent good order, except as noted (contents and condition of contents of packages unknown) and delivered as indicated below, which said carrier (the word carrier being understood to mean the carrier or any person or possession in possession of the property under the contract) agrees to carry to the place of destination, or to deliver to another carrier on the route to the destination, it is mutually agreed as to each carrier of all or any part of said property over all or any portion of said route to destination, and as to each party of any time involved in all or any said property, that every service to be rendered hereunder shall be subject to the terms and conditions of the Uniform Domestic Bill of Lading set forth (2) in Uniform Freight Classification in effect on the date hereof, if this is a rail or a water carrier shipment, or (3) in the applicable motor carrier classification or tariff if this is a motor carrier shipment.

Shipper hereby certifies that he is familiar with all the terms and conditions of the said bill of lading including those on the back thereof set forth in the classification or tariff which governs the transportation of the shipment, and the said terms and conditions are hereby agreed to by the shipper and adopted for himself and his consignee.

consigned to **CHEMETCO** (Mail or street address of consignee - For purposes of notification only.)
destination **HARVEY** State **IL** Zip Code **60426** County _____

Delivery Address * **16400 S. CATHAROP**
(* To be filled in only when shipper desires and governing tariffs provide for delivery thereat.)

Car or Vehicle Initials	No.
12 METAL TOTES CLASS 55	49255
SCRAP: MISC	
PS# 36648, 36649, 36650	

Subject to Section 7 of Conditions of applicable bill of lading, if this shipment is to be delivered to the consignee, without recourse to the consignee, the carrier shall sign the following statement:

The carrier shall not make delivery of this shipment, without payment of freight and all other lawful charges.

Signature of Consignee

Freight charges are PREPAID unless marked collect.

Freight Collect

Received \$ _____ to apply in payment of the charges on the property described hereon.

Agent or Carrier

By: (The signature here acknowledged as only the amount prepaid.)

Charges Advanced

If the shipment moves between two points by a carrier by water, the law requires that the bill of lading state the weight, contents, or shipper's weight.
If - Where the rate is dependent on value shippers are required to state specifically in writing the agreed or declared value of the property.
If - Where the rate is dependent on value shippers are required to state specifically in writing the agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding liability limitation for loss or damage on this shipment may be applicable. See 49 U.S.C. § 1400A(a)(1)(A) and (B).

The bills of lading used for this shipment conform to the specifications set forth in the box maker's certificate hereon, and all other requirements of Uniform Freight Classification.
Shipper's mark is in lieu of marks; not a part of bill of lading approved by the Interstate Commerce Commission.

METALSTAMP, INC. Shipper, per _____
24219 NORTHERN ILLINOIS DR. Agent, per **Corbin**

EDIFORM 65695/6P695 R&V, 3/00
685 • 250 SETS / 6P685 • 50 SETS

carbonless

Shipper's imprint in lieu of stamp, not a part of bill of lading approved by the Interstate Commerce Commission.

Shipper, Per

Agent, Per

Permanent post-office address of shipper.

CP 4581

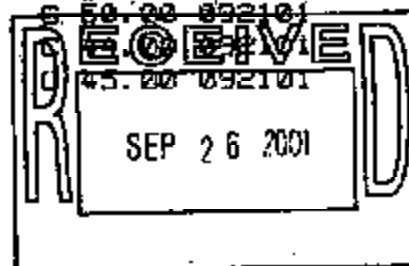
MS 000640

CHEMETCO CHICAGO WAREHOUSE 1-800-444-5584

9/24/01

PE OUR CONT NO MATERIAL

		WT/UNT	PRICE	CARRIER	AMOUNT
FIN	7865022 TINNED CU WIRE / PLETINUS	4738#	C 50.00	092101	\$2,369.00
FIN	7865013 PHOS GRADE "A"	4022#	C 54.00	092101	2,171.88
FIN	7865030 TINNED CU WIRE / PLETINUS	2653#	C 50.00	092101	1,326.50
FIN	7865080 TIN PLATED 70/30 SHOVEL	10438#	C 39.00	092101	4,070.82
FIN	7865040 TINNED CU WIRE / PLETINUS	352#	C 45.00	092101	158.40
FIN	7865090 TIN PLATED 70/30 SHOVEL	1448#	C 39.00	092101	564.72
FIN	7865050 TINNED CU WIRE / PLETINUS	1491#	C 50.00	092101	745.50
FIN	7865070 COPPER CATHODES / CATODO	1766#	C 45.00	092101	777.04
FIN	7865060 70/30 BRASS - 70/30 LATON	3039#	C 45.00	092101	1,367.55



\$13,551.41

METALSTAMP
24219 S. NORTHERN ILLINOIS DR.
CHANNAHON IL
60410 0000

CHEMETCO, INC. 1-800-444-5584
CHICAGO WAREHOUSE

Commerce Bank
Farmington, Missouri

00-49716

No. M 26407

DATE 9/24/01

PAY ***13,551.41 ***

DOLLARS \$ *13,551.41

TO THE ORDER OF METALSTAMP
24219 S. NORTHERN ILLINOIS DR.
CHANNAHON IL
60410 0000

AUTHORIZED SIGNATURE

#026407# #081500493# 350702684#



METALSTAMP inc.

DESIGN • STAMPINGS • TOOLING

24219 NORTHERN ILLINOIS DR. • CHANNAHON, IL 60410 • 815-467-7800

Customer's Order No.		Date <u>9-21 2001</u>	
Sold To <u>CHEMETCO</u>			
Address			
Ship To			
Address			
SOLD BY		CASH	CHARGE
		C.O.D.	VIA
		<u>GRANT LAKES TRMS</u>	
		<input type="checkbox"/> PREPAID	
		<input type="checkbox"/> COLLECT	

✓	QUANTITY	DESCRIPTION	PRICE	AMOUNT
1	1	ALLOY 260		
2		3100-60=3040#N ✓		
3				
4	1	NICKEL / ALL PLATED 260		
5		4127-58=4069#N		
6				
7	1	ALL PLATED 194 (V/W)		
8		2963-58=2905#N		
9				
10	1	ALL PLATED 194 (FORD EQUIP)		
11		1050-71=979#N		
12				
13				
14		TAX		
15		TOTAL		

All claims and returned goods MUST be accompanied by this bill.

36696
Rec'd By _____

QSD-66

MONARCH GRAPHICS & SUPPLIES • JOLIET, IL 60434 5722-AT

6-4

MS 000642



METALSTAMP inc.

DESIGN • STAMPINGS • TOOLING

24219 NORTHERN ILLINOIS DR. • CHANNAHON, IL 60410 • 815-467-7800

Customer's Order No.		Date <u>9-21</u> 2001	
Sold To <u>CHEMETCO</u>			
Address			
Ship To			
Address			
SOLD BY	CASH	CHARGE	C.O.D. VIA <u>GREAT LAKES TRANS</u>
			<input type="checkbox"/> PREPAID <input type="checkbox"/> COLLECT

#	QUANTITY	DESCRIPTION	PRICE	AMOUNT
1	1	TIN PLATED BECU 17410	(891)	
2		1859-93 = 1766 #N ✓		
3				
4	1	TIN PLATED 197		
5		2724-71 = 2653 #N ✓		
6				
7	1	MISC PLATED 194		
8		398-46 = 352 #N ✓		
9				
10	1	TIN PLATED 194		
11		1551-60 = 1491 #N ✓		
12				
13				
14			TAX	
15			TOTAL	

All claims and returned goods MUST be accompanied by this bill.

36697
Rec'd By _____

GSD-16

ANNAPOLIS GRAPHICS & SUPPLIES - JULIET, IL 60434 5702D-RT

84

MS 000643



METALSTAMP inc.

DESIGN • STAMPINGS • TOOLING

24219 NORTHERN ILLINOIS DR. • CHANNAHON, IL 60410 • 815-467-7800

Customer's Order No.		Date <u>9-21</u> 200 <u>1</u>	
Sold To <u>CHEMETCO</u>			
Address			
Ship To			
Address			
PAID BY	CASH	CHARGE	C.O.D. VIA
		<u>GREAT LAKES TRANS</u>	
		<input type="checkbox"/> PREPAID <input type="checkbox"/> COLLECT	

QTY	QUANTITY	DESCRIPTION	PRICE	AMOUNT
1	<u>2</u>	<u>TIN PLATED 510-8</u>		
2		<u>2289-71 = 2218 #N</u>		
3		<u>1878-74 = 1804 #N</u>		
4				
5	<u>3</u>	<u>TIN PLATED 210</u>		
6		<u>3282-75 = 3207 #N</u>		
7		<u>1599-67 = 1532 #N</u>		
8		<u>1500-52 = 1448 #N</u>		
9				
10	<u>4</u>	<u>TIN PLATED 260</u>		
11		<u>1427-61 = 1366 #N</u>		
12		<u>1999-82 = 1917 #N</u>		
13		<u>4518-257 = 4261 #N</u>		
14		<u>3162-267 = 2895 #N</u>		
15		<u>TOTAL</u>	<u>10439</u>	

All claims and returned goods MUST be accompanied by this bill.

36698
Rec'd By _____

GSD-28

MINIARCH GRAPHICS & SUPPLIES - JOLIET, IL 62454 815-230-AT 8-4

CHEMETCO CHICAGO WAREHOUSE

10/10/01

YPC OUR CONTINENTAL MATERIAL

PORTER CORP

ADULT

8778015 TUNED CU WIRE 7 FEET TALL 12/10/01 11:00 AM
8778072 BATH BY BATH TIRE MILE HERE 12/10/01 11:00 AM
8778071 TUNED CU WIRE 7 FEET TALL 12/10/01 11:00 AM
8778074 TUNED CU WIRE 7 FEET TALL 12/10/01 11:00 AM
8778072 TUNED CU WIRE 7 FEET TALL 12/10/01 11:00 AM
8778074 TUNED CU WIRE 7 FEET TALL 12/10/01 11:00 AM
8778072 TUNED CU WIRE 7 FEET TALL 12/10/01 11:00 AM
8778074 TUNED CU WIRE 7 FEET TALL 12/10/01 11:00 AM



CHEMETCO CHICAGO WAREHOUSE 1-800-524-5564

10/04/01

TYPE OUR CONT NO MATERIAL

FIN	WT/UNT	PRICE	CARRIER	AMOUNT
8448014 TINNED CU WIRE / PLETINUS	12031#	C 49.00	100401	\$5,895.19
8448070 BARLEY BARE WIRE/MILLBER	3850#	C 59.00	100401	2,271.50
8448021 TINNED CU WIRE / PLETINUS	3065#	C 44.00	100401	1,348.60
8448050 TIN PLATED 70/30 SHOVEL	1393#	C 39.00	100401	543.27
8448030 TINNED CU WIRE / PLETINUS	1989#	C 49.00	100401	974.61
8448040 PHOS GRADE "A"	2832#	C 53.00	100401	1,500.96
8448060 TINNED CU WIRE / PLETINUS	2348#	C 44.00	100401	1,033.12

METALSTAMP
24219 S. NOTHERN ILLINOIS DR.
CHANNARON IL
60410 0000



\$13,567.25

CHEMETCO, INC. 1-800-444-5564
CHICAGO WAREHOUSE



NO. M 26465

PAY ***13,567.25 ***

DATE 10/04/01
DOLLARS \$ *13,567.25

METALSTAMP
TO THE ORDER OF 24219 S. NOTHERN ILLINOIS DR.
CHANNARON IL
60410 0000

[Signature]
AUTHORIZED SIGNATURE

⑆026465⑆ ⑆081500493⑆ 350702684⑆



METALSTAMP INC.

DESIGN • STAMPINGS • TOOLING

24219 NORTHERN ILLINOIS DR. • CHANNAHON, IL 60410 • 815-467-7800

Customer's Order No.		Date		10-01 2001	
Sold To <u>CHEMETCO</u>					
Address <u>16400 S. LATROP HARVEY, IL 60426</u>					
Ship To					
Address					
SOLD BY	CASH	CHARGE	C.O.D.	WA	
				GLT	
					<input type="checkbox"/> PREPAID <input type="checkbox"/> COLLECT
✓	QUANTITY	DESCRIPTION		PRICE	AMOUNT
1	6	TIN PLATED 210			
2		2327-261=2266 #N			
3		1838-257=1581 #N			
4		2096-267=1829 #N			
5		1868-259=1609 #N			
6		2298-259=2039 #N			
7		2976-49=2927 #N			
8					
9	1	MISC PLATED 194			
10		3404-267=3137 #N			
11					
12	1	TIN PLATED 260			
13		1650-257=1393 #N ✓			
14		TAX			
15		TOTAL			
All claims and returned goods MUST be accompanied by this bill.					
36764		Rec'd By _____			

GSD-68

MINAPUCH GRAPHICS & SUPPLIES - JOULET, IL 60434 57620-AT

56

MS 000647



METALSTAMP INC.

DESIGN • STAMPINGS • TOOLING

24219 NORTHERN ILLINOIS DR. • CHANNAHON, IL 60410 • 815-487-7800

Customer's Order No.		Date		10-01 2001	
Sold To <u>CHEMETCO</u>					
Address <u>16400 S. LATHROP HARVEY, IL 60426</u>					
Ship To					
Address					
SOLD BY	CASH	CHARGE	C.O.D.	VIA	
				GLT	
				<input type="checkbox"/> PREPAID	
				<input type="checkbox"/> COLLECT	

QTY	DESCRIPTION	PRICE	AMOUNT
1	TIN PLATED BECU 7410		
2	2615-267 = 2348 #N ✓		
3			
4	TIN PLATED 197		
5	2307-271 = 2036 #N ✓		
6			
7	ALLOY 110		
8	4220-268-3952 #N ✓		
9			
10	TIN PLATED 510-8		
11	2896-64 = 2832 #N ✓		
12			
13			
14	TAX		
15	TOTAL		

All claims and returned goods MUST be accompanied by this bill

36765
Rec'd By _____

030-08

MANAUGH GRAPHICS & SUPPLIES • JOLIET, IL 60431

07020AT

8-8

हमारे लिए

CARBONLESS SPEED SET

SHORT FORM BILL OF LADING 65895/6P895

3-PART

TRAIGHT BILL OF LADING-SHORT FORM-Original-ENCL-Not Negotiable

NOTES: subject to individually defined and listed conditions that have been agreed upon in writing with the carrier and accepted by applicable authorities in the relevant jurisdictions and rules that have been adopted by the carrier and are contained in the above document.

Carrier's Pro No. _____
 Shipper's Bill of Lading No. _____
 Consignee's Reference/PO No. _____
 Carrier's Code (SCAC) _____

Carrier. *GLT*

10-01 20 01 from METALSTAMP, INC

[illegible]

Shipper hereby certifies that he is a holder with all the terms and conditions of the said bill of lading, including those on the back thereof, as well as in the certification of fact which governs the transportation of the shipment, and the said bill and conditions are hereby agreed to by the Shipper and accepted by himself and his agents.

Designated to CHESTER (Mail or street address of consignee—For purposes of notification only.)
Destination HARVEY State IL Zip Code 60426 County _____

silvery Address * 16400 S. LATHROP
 (* To be filled in only when another address and governing tariffs provide for delivery thereof.)

cut

Delivering Carrier	Car or Vehicle Initials	No.
--------------------	-------------------------	-----

No. Description	*Weight (Sub. to COT)	*Class or Rate	Check Column
Q.M.T.L. TOTES			
2 SKIDS BOX MISC SCRAP CLASS 53	30495 ⁰⁰		
PS# 36764 & 36765			

Subject to Section 7 of Conditions of applicable bill of lading if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement:

The carrier shall not make delivery of this shipment without payment of freight and/or other lawful charges.

Weight changes are hereby acknowledged.

Received I _____ do apply in payment of the charges on the property described herein.

The property moved between two states by a carrier by water, the law requires that the bill of lading state the value of the property. If the property is moved by a carrier by land, the law requires that the bill of lading state the value of the property. If the property is moved by a carrier by air, the law requires that the bill of lading state the value of the property. If the property is moved by a carrier by rail, the law requires that the bill of lading state the value of the property. If the property is moved by a carrier by water, the law requires that the bill of lading state the value of the property. If the property is moved by a carrier by land, the law requires that the bill of lading state the value of the property. If the property is moved by a carrier by air, the law requires that the bill of lading state the value of the property. If the property is moved by a carrier by rail, the law requires that the bill of lading state the value of the property.

The three boxes used for shipment conform to the specifications set forth in the box maker's certificate of inspection, and the carrier's requirements of Uniform Freight Classification.⁴

METALSTAMP, INC. Shipper per Whisper Thane Agent per _____

2421 S. NORTHERN ILLINOIS DR.

CONNAISON 40410 carbonless

615-250 SETS / 0 PAGES - 50 SETS

Specialists of the Reform Entry Condition

* Shipment's loading in lieu of storage not a part of bill of lading approved by the Interstate Commerce Commission.

Colony Day

Agent Per

Permanent post-office address of author:

CP 4581



2008 Plan

THE SENTRY PLAN POLICY

COMMERCIAL GENERAL LIABILITY DECLARATIONS

POLICY NUMBER 24-44067-01

Occurrence Coverage

Limits of Insurance

General Aggregate Limit (Other than Products-Completed Operations)	\$3,000,000
Products-Completed Operations Aggregate Limit	\$2,000,000
Personal and Advertising Injury Limit	\$1,000,000
Each Occurrence Limit	\$1,000,000
Damage To Premises Rented To You	\$150,000 Any One Premises
Medical Expense Limit	\$10,000 Any One Person
Employee Benefits Liability Limit	\$1,000,000 Each Employee

Deductible Schedule

Any limitations on deductible application are stated on attached endorsements.

Coverage

Amount and Basis of Ded

Damage To Premises Rented To You Paragraph 8. of CG 70 21	\$5,000 Each Claim
--	--------------------

Forms And Endorsements

The following forms and endorsements were included in the policy at the time of issuance:

CG 00 01 12 04	CG 00 67 03 05	CG 02 00 07 05	CG 20 11 01 96
CG 21 47 07 98	CG 21 67 12 04	CG 21 75 12 02	CG 21 87 01 07
CG 21 96 03 05	CG 24 26 07 04	CG 70 13 09 86	CG 70 21 12 04
CG 80 33 12 04	CG 88 08 12 04	IL 00 21 07 02	IL 01 62 04 06

CG 89 01 07 98 (MECH)



GENERAL LIABILITY DECLARATIONS (CONT)

POLICY NUMBER 24-44067-01

ADDITIONAL INSURED
SCHEDULE

The following information is required to complete the additional insured endorsements which form a part of your COMMERCIAL GENERAL LIABILITY POLICY.

KB LEASING
24219 NORTHERN ILLINOIS DR
CHANNAHON, IL 60410
(CERTIFICATE NUMBER 0001)

CG 20 11 01 96

FROM JANUARY 06, 2008
TO JANUARY 06, 2009

PREMISES

24219 NORTHERN ILLINOIS DR
CHANNAHON, IL 60410

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COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section II - Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V - Definitions.

SECTION I - COVERAGES

COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. INSURING AGREEMENT

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III - Limits Of Insurance; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments-Coverages A and B.

- b. This insurance applies to "bodily injury" and "property damage" only if:
 - (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";
 - (2) The "bodily injury" or "property damage" occurs during the policy period; and
 - (3) Prior to the policy period, no insured listed under Paragraph 1. of Section II - Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such

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COMMERCIAL GENERAL LIABILITY COVERAGE FORM - CONTINUED

a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

- c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1. of Section II - Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.
- d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section II - Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:
 - (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
 - (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
 - (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.
- e. Damages because of "bodily injury" include damages claimed by a person or organization for care, loss of services or death resulting at any time from the "bodily injury".

2. EXCLUSIONS

This insurance does not apply to:

a. EXPECTED OR INTENDED INJURY

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

b. CONTRACTUAL LIABILITY

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage"

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COMMERCIAL GENERAL LIABILITY COVERAGE FORM - CONTINUED

occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage", provided:

- (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
- (b) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. LIQUOR LIABILITY

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

d. WORKERS' COMPENSATION AND SIMILAR LAWS

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. EMPLOYER'S LIABILITY

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
 - (a) Employment by the insured; or
 - (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies:

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COMMERCIAL GENERAL LIABILITY COVERAGE FORM - CONTINUED

- (1) Whether the insured may be liable as an employer or in any other capacity; and
 - (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.
- This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. POLLUTION

- (1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":
 - (a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:
 - (i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;
 - (ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or
 - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";
 - (b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
 - (c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
 - (i) Any insured; or
 - (ii) Any person or organization for whom you may be legally responsible; or
 - (d) At or from any premises, site or location on which any insured or any contractors or subcontractors working

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COMMERCIAL GENERAL LIABILITY COVERAGE FORM - CONTINUED

directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:

- (i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;
- (ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
- (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire".

- (a) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

(2) Any loss, cost or expense arising out of any:

- (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (b) Claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

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COMMERCIAL GENERAL LIABILITY COVERAGE FORM - CONTINUED

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

g. AIRCRAFT, AUTO OR WATERCRAFT

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
 - (a) Less than 26 feet long; and
 - (b) Not being used to carry persons or property for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or
- (5) "Bodily injury" or "property damage" arising out of:
 - (a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged; or
 - (b) the operation of any of the machinery or equipment listed in Paragraph f.(2) or f.(3) of the definition of "mobile equipment".

h. MOBILE EQUIPMENT

"Bodily injury" or "property damage" arising out of:

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- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or
- (2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

i. WAR

"Bodily injury" or "property damage", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. DAMAGE TO PROPERTY

"Property damage" to:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented to You as described in Section III - Limits Of Insurance.

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Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

k. DAMAGE TO YOUR PRODUCT

"Property damage" to "your product" arising out of it or any part of it.

l. DAMAGE TO YOUR WORK

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

m. DAMAGE TO IMPAIRED PROPERTY OR PROPERTY NOT PHYSICALLY INJURED

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

n. RECALL OF PRODUCTS, WORK OR IMPAIRED PROPERTY

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

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COMMERCIAL GENERAL LIABILITY

COMMERCIAL GENERAL LIABILITY COVERAGE FORM - CONTINUED

o. PERSONAL AND ADVERTISING INJURY

"Bodily injury" arising out of "personal and advertising injury".

p. ELECTRONIC DATA

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

Exclusions c. through n. do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section III - Limits Of Insurance.

COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY

1. INSURING AGREEMENT

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in Section III - Limits Of Insurance; and

(2) Our right and duty to defend and when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments - Coverages A and B.

b. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

2. EXCLUSIONS

This insurance does not apply to:

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COMMERCIAL GENERAL LIABILITY

COMMERCIAL GENERAL LIABILITY COVERAGE FORM - CONTINUED

a. KNOWING VIOLATION OF RIGHTS OF ANOTHER

"Personal and advertising injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".

b. MATERIAL PUBLISHED WITH KNOWLEDGE OF FALSITY

"Personal and advertising injury" arising out of oral or written publication of material, if done by or at the direction of the insured with knowledge of its falsity.

c. MATERIAL PUBLISHED PRIOR TO POLICY PERIOD

"Personal and advertising injury" arising out of oral or written publication of material whose first publication took place before the beginning of the policy period.

d. CRIMINAL ACTS

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.

e. CONTRACTUAL LIABILITY

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

f. BREACH OF CONTRACT

"Personal and advertising injury" arising out of a breach of contract, except an implied contract to use another's advertising idea in your "advertisement".

g. QUALITY OR PERFORMANCE OF GOODS - FAILURE TO CONFORM TO STATEMENTS

"Personal and advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

h. WRONG DESCRIPTION OF PRICES

"Personal and advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

i. INFRINGEMENT OF COPYRIGHT, PATENT, TRADEMARK OR TRADE SECRET

"Personal and advertising injury" arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights.

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COMMERCIAL GENERAL LIABILITY COVERAGE FORM - CONTINUED

However, this exclusion does not apply to infringement, in your "advertisement", of copyright, trade dress or slogan.

j. INSUREDS IN MEDIA AND INTERNET TYPE BUSINESSES

"Personal and advertising injury" committed by an insured whose business is:

- (1) Advertising, broadcasting, publishing or telecasting;
- (2) Designing or determining content of web-sites for others; or
- (3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs 14.a., b. and c. of "personal and advertising injury" under the Definitions Section.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

k. ELECTRONIC CHATROOMS OR BULLETIN BOARDS

"Personal and advertising injury" arising out of an electronic chat room or bulletin board the insured hosts, owns, or over which the insured exercises control.

l. UNAUTHORIZED USE OF ANOTHER'S NAME OR PRODUCT

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

m. POLLUTION

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

n. POLLUTION-RELATED

Any loss, cost or expense arising out of any:

- (1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

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COMMERCIAL GENERAL LIABILITY COVERAGE FORM - CONTINUED

o. WAR

Personal and advertising injury', however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

COVERAGE C MEDICAL PAYMENTS

1. Insuring Agreement

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

- (1) On premises you own or rent;
- (2) On ways next to premises you own or rent; or
- (3) Because of your operations;

provided that:

- (1) The accident takes place in the "coverage territory" and during the policy period;
- (2) The expenses are incurred and reported to us within one year of the date of the accident; and
- (3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

- b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

- (1) First aid administered at the time of an accident;
- (2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and
- (3) Necessary ambulance, hospital, professional nursing and funeral services.

2. EXCLUSIONS

We will not pay expenses for "bodily injury":

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COMMERCIAL GENERAL LIABILITY

COMMERCIAL GENERAL LIABILITY COVERAGE FORM - CONTINUED

a. ANY INSURED

To any insured, except "volunteer workers".

b. HIRED PERSON

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. INJURY ON NORMALLY OCCUPIED PREMISES

To a person injured on that part of premises you own or rent that the person normally occupies.

d. WORKERS COMPENSATION AND SIMILAR LAWS

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. ATHLETICS ACTIVITIES

To a person injured while practicing, instructing or participating in any physical exercises or games, sports or athletic contests.

f. PRODUCTS-COMPLETED OPERATIONS HAZARD

Included within the "products-completed operations hazard".

g. COVERAGE A EXCLUSIONS

Excluded under Coverage A.

SUPPLEMENTARY PAYMENTS - COVERAGES A AND B

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

a. All expenses we incur.

b. Up to \$250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.

d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$250 a day because of time off from work.

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COMMERCIAL GENERAL LIABILITY COVERAGE FORM - CONTINUED

- e. All costs taxed against the insured in the "suit".
- f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
- g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

- 2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:
 - a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
 - b. This insurance applies to such liability assumed by the insured;
 - c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
 - d. The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
 - e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
 - f. The indemnitee:
 - (1) Agrees in writing to:
 - (a) Cooperate with us in the investigation, settlement or defense of the "suit";
 - (b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
 - (c) Notify any other insurer whose coverage is available to the indemnitee; and
 - (d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
 - (2) Provides us with written authorization to:

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COMMERCIAL GENERAL LIABILITY COVERAGE FORM - CONTINUED

- (a) Obtain records and other information related to the "suit"; and
- (b) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph 2.b.(2) of Section I - Coverage A - Bodily Injury And Property Damage Liability, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

- a. We have used up the applicable limit of insurance in the payment of judgments or settlements; or
- b. The conditions set forth above, or the terms of the agreement described in Paragraph f. above, are no longer met.

SECTION 11 - WHO IS AN INSURED

1. If you are designated in the Declarations as:

- a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
- b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
- c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
- d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
- e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

- a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than

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either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal and advertising injury":

- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
- (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1)(a) above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1)(a) or (b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services.

(2) "Property damage" to property:

- (a) Owned, occupied or used by,
- (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by
you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

- b. Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.
- c. Any person or organization having proper temporary custody of your property if you die, but only:
 - (1) With respect to liability arising out of the maintenance or use of that property; and
 - (2) Until your legal representative has been appointed.
- d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

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COMMERCIAL GENERAL LIABILITY

COMMERCIAL GENERAL LIABILITY COVERAGE FORM - CONTINUED

3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
 - a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
 - b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
 - c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III - LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
2. The General Aggregate Limit is the most we will pay for the sum of:
 - a. Medical expenses under Coverage C;
 - b. Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
 - c. Damages under Coverage B.
3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage A for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".
4. Subject to 2. above, the Personal and Advertising Injury Limit is the most we will pay under Coverage B for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.
5. Subject to 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
 - a. Damages under Coverage A; and

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COMMERCIAL GENERAL LIABILITY COVERAGE FORM - CONTINUED

b. Medical expenses under Coverage C

because of all "bodily injury" and "property damage" arising out of any one "occurrence".

6. Subject to 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.
7. Subject to 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS

1. BANKRUPTCY

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. DUTIES IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the "occurrence" or offense took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

- b. If a claim is made or "suit" is brought against any insured, you must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

- c. You and any other involved insured must:

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- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

3. LEGAL ACTION AGAINST US

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. OTHER INSURANCE

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages A or B of this Coverage Part, our obligations are limited as follows:

a. PRIMARY INSURANCE

This insurance is primary except when b. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in c. below.

b. EXCESS INSURANCE

This insurance is excess over:

- (1) Any of the other insurance, whether primary, excess, contingent or on any other basis:

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COMMERCIAL GENERAL LIABILITY COVERAGE FORM - CONTINUED

- (a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
 - (b) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;
 - (c) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or
 - (d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section I - Coverage A - Bodily Injury And Property Damage Liability.
- (2) Any other primary insurance available to you covering liability for damages arising out of the premises or operations, or the products and completed operations, for which you have been added as an additional insured by attachment of an endorsement.

When this insurance is excess, we will have no duty under Coverages A or B to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. METHOD OF SHARING

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable

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COMMERCIAL GENERAL LIABILITY

COMMERCIAL GENERAL LIABILITY COVERAGE FORM - CONTINUED

limit of insurance to the total applicable limits of insurance of all insurers.

5. PREMIUM AUDIT

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. REPRESENTATIONS

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

7. SEPARATION OF INSURED

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

8. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

If the Insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. WHEN WE DO NOT RENEW

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

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If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V - DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
 - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
 - b. Regarding web-sites, only that part of a web-site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

2. "Auto" means:

- a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
- b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.

4. "Coverage territory" means:

- a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
- b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in a. above; or
- c. All other parts of the world if the injury or damage arises out of:
 - (1) Goods or products made or sold by you in the territory described in a. above;
 - (2) The activities of a person whose home is in the territory described in a. above, but is away for a short time on your business; or
 - (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication

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provided the insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in a. above or in a settlement we agree to.

5. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
6. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
7. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.
8. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
 - a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
 - b. You have failed to fulfill the terms of a contract or agreement; if such property can be restored to use by:
 - a. The repair, replacement, adjustment or removal of "your product" or "your work"; or
 - b. Your fulfilling the terms of the contract or agreement.
9. "Insured contract" means:
 - a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
 - b. A sidetrack agreement;
 - c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
 - d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
 - e. An elevator maintenance agreement.
 - f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

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COMMERCIAL GENERAL LIABILITY COVERAGE FORM - CONTINUED

Paragraph f. does not include that part of any contract or agreement:

- (1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing;
- (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change order or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (2) above and supervisory, inspection, architectural or engineering activities.

10. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

11. "Loading or unloading" means the handling of property:

- a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
- b. While it is in or on an aircraft, watercraft or "auto"; or
- c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

12. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
- b. Vehicles maintained for use solely on or next to premises you own or rent;
- c. Vehicles that travel on crawler treads;

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COMMERCIAL GENERAL LIABILITY

COMMERCIAL GENERAL LIABILITY COVERAGE FORM - CONTINUED

- d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - (1) Power cranes, shovels, loaders, diggers or drills; or
 - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
- e. Vehicles not described in a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - (2) Cherry pickers and similar devices used to raise or lower workers;
- f. Vehicles not described in a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo. However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":
 - (1) Equipment designed primarily for:
 - (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing; or
 - (c) Street cleaning;
 - (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
 - (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

- 13. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
- 14. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:
 - a. False arrest, detention or imprisonment;
 - b. Malicious prosecution;

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COMMERCIAL GENERAL LIABILITY

COMMERCIAL GENERAL LIABILITY COVERAGE FORM - CONTINUED

- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
 - d. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
 - e. Oral or written publication, in any manner, of material that violates a person's right of privacy;
 - f. The use of another's advertising idea in your "advertisement"; or
 - g. Infringing upon another's copyright, trade dress or slogan in your "advertisement".
15. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
16. "Products-completed operations hazard":
- a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:
 - (1) Products that are still in your physical possession; or
 - (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:
 - (a) When all of the work called for in your contract has been completed.
 - (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
 - (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.
 - b. Does not include "bodily injury" or "property damage" arising out of:
 - (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or

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COMMERCIAL GENERAL LIABILITY COVERAGE FORM - CONTINUED

operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;

- (2) The existence of tools, uninstalled equipment or abandoned or unused materials; or
- (3) Products or operations for which the classification, listed in the Declarations or in a policy schedule, states that products-completed operations are subject to the General Aggregate limit.

17. "Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, electronic data is not tangible property.

As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

- 18. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:
 - a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
 - b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

19. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

20. "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

21. "Your product":

- a. Means:

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COMMERCIAL GENERAL LIABILITY COVERAGE FORM - CONTINUED

- (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (a) You;
 - (b) Others trading under your name; or
 - (c) A person or organization whose business or assets you have acquired; and
- (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
- (2) The providing of or failure to provide warnings or instructions.

- c. Does not include vending machines or other property rented to or located for the use of others but not sold.

22. "Your work":

a. Means:

- (1) Work or operations performed by you or on your behalf; and
- (2) Materials, parts or equipment furnished in connection with such work or operations.

b. Includes

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
- (2) The providing of or failure to provide warnings or instructions.

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COMMERCIAL GENERAL LIABILITY

STOP GAP PUNITIVE DAMAGE EXCLUSION WAIVER

This endorsement modifies insurance provided under the Stop Gap Liability coverage extension.

Exclusion a. does not apply.

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COMMERCIAL GENERAL LIABILITY

POLICY NUMBER 24-44067-01

NAMED INSURED
METALSTAMP INC

ADDITIONAL INSURED - MANAGERS OR LESSORS OF
PREMISES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The information required to complete this endorsement is shown in the Declarations.

WHO IS AN INSURED (SECTION II) is amended to include as an insured the person or organization shown in the Schedule but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule and subject to the following additional exclusions:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to be a tenant in that premises.
2. Structural alterations, new construction or demolition operations performed by or on behalf of the person or organization shown in the Schedule.

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FUNGI OR BACTERIA EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. The following exclusion is added to Paragraph 2. EXCLUSIONS of SECTION I - COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY:

2. EXCLUSIONS

This insurance does not apply to:

FUNGI OR BACTERIA

- a. "Bodily injury" or "property damage" which would not have occurred, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury or damage.
- b. Any loss, cost or expenses arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi" or bacteria, by any insured or by any other person or entity.

This exclusion does not apply to any "fungi" or bacteria that are, are on, or are contained in, a good or product intended for bodily consumption.

- B. The following exclusion is added to Paragraph 2. EXCLUSIONS of SECTION I - COVERAGE B - PERSONAL AND ADVERTISING LIABILITY.

2. EXCLUSIONS

This insurance does not apply to:

FUNGI OR BACTERIA

- a. "Personal and advertising injury" which would not have taken place, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury.
- b. Any loss, cost or expense arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi" or bacteria, by any insured or by any other person or entity.

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FUNGI OR BACTERIA EXCLUSION - CONTINUED

C. The following definition is added to the DEFINITIONS Section:

"Fungi" means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or byproducts produced or released by fungi.

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COMMERCIAL GENERAL LIABILITY

CHANGES - POLLUTION LIABILITY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. POLLUTION EXCLUSION AMENDMENT

The following is added to Subparagraph f. Pollution of Paragraph 2., EXCLUSIONS of BODILY INJURY AND PROPERTY DAMAGE LIABILITY COVERAGE (SECTION I - COVERAGES) and to Paragraph 2. EXCLUSIONS OF PERSONAL AND ADVERTISING INJURY LIABILITY COVERAGE (SECTION I - COVERAGES) or to any amendment to or replacement thereof:

This Pollution Exclusion applies whether or not:

- a. Such irritant or contaminant has any function in your business, operations, premises, site or location, or
- b. The "bodily injury", "property damage" or "personal and advertising injury" arises from environmental damage or pollution of the environment, and this exclusion applies to "bodily injury", "property damage" or "personal and advertising injury" resulting, for example and without limitation, from exposure to "pollutants" within a residential or commercial building.

2. POLLUTANTS REDEFINED

The definition of "pollutants" in SECTION V - DEFINITIONS is replaced by the following:

"Pollutants" means any solid, liquid, gaseous, bacterial, viral, or thermal irritant or contaminant, including, but not limited to, smoke, vapor, soot, acids, alkalis, harmful or toxic chemicals, fuels, motor oil, petroleum products, cleaning solvents, dry cleaning fluids, brake fluid, transmission fluid, antifreeze, exhaust gases, lead, lead paint, carbon monoxide, sewage, waste and fumes, including but not limited to welding fumes, paint fumes, and glue fumes.

Waste includes, but is not limited to, material to be recycled, reconditioned or reclaimed.

A substance does not lose its character of being a "pollutant" by virtue of having a useful function.

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**EXCLUSION - VIOLATION OF STATUTES THAT GOVERN
E-MAILS, FAX, PHONE CALLS OR OTHER METHODS OF
SENDING MATERIAL OR INFORMATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. The following exclusion is added to Paragraph 2., EXCLUSIONS of SECTION I - COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY:

2. EXCLUSIONS

This insurance does not apply to:

DISTRIBUTION OF MATERIAL IN VIOLATION OF STATUTES

"Bodily injury" or "property damage" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- a. The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law; or
- b. The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or
- c. Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information.

- B. The following exclusion is added to Paragraph 2., EXCLUSIONS of SECTION I - COVERAGE B - PERSONAL AND ADVERTISING INJURY LIABILITY:

2. EXCLUSIONS

This insurance does not apply to:

DISTRIBUTION OF MATERIAL IN VIOLATION OF STATUTES

"Personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- a. The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law; or
- b. The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or
- c. Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information.

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ILLINOIS CHANGES - CANCELLATION
AND NONRENEWAL

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
PRODUCT WITHDRAWAL COVERAGE PART

A. CANCELLATION (Common Policy Conditions) is replaced by the following:

1. The first Named Insured shown in the Declarations may cancel this policy by mailing to us advance written notice of cancellation.
2. We may cancel this policy by mailing to you written notice stating the reason for cancellation. If we cancel:
 - a. For nonpayment of premium, we will mail the notice at least 10 days prior to the effective date of cancellation.
 - b. For a reason other than nonpayment of premium, we will mail the notice at least:
 - (1) 30 days prior to the effective date of cancellation if the policy has been in effect for 60 days or less.
 - (2) 60 days prior to the effective date of cancellation if the policy has been in effect for more than 60 days.
3. If this policy has been in effect for more than 60 days, we may cancel only for one or more of the following reasons:
 - a. Nonpayment of premium;
 - b. The policy was obtained through a material misrepresentation;
 - c. Any insured has violated any of the terms and conditions of the policy;
 - d. The risk originally accepted has measurably increased;
 - e. Certification of the Director of Insurance of the loss of reinsurance by the insurer that provided coverage to us for all or a substantial part of the underlying risk insured; or
 - f. A determination by the Director of Insurance that the continuation of the policy could place us in violation of the insurance laws of this State.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund will be less than pro rata. The cancellation will be effective even if we have not offered a refund.

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ILLINOIS CHANGES - CANCELLATION
AND NONRENEWAL - CONTINUED

B. The following is added and supersedes any provision to the contrary:

NONRENEWAL

If we decide not to renew or continue this policy, we will mail you and your agent or broker written notice, stating the reason for nonrenewal, at least 60 days before the end of the policy period. If we offer to renew or continue and you do not accept, this policy will terminate at the end of the current policy period. Failure to pay the required renewal or continuation premium when due shall mean that you have not accepted our offer.

If we fail to mail proper written notice of nonrenewal and you obtain other insurance, this policy will end on the effective date of that insurance.

C. MAILING OF NOTICES

We will mail cancellation and nonrenewal notices to you, and the agent or broker, at the last addresses known to us. Proof of mailing will be sufficient proof of notice.

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EMPLOYMENT-RELATED PRACTICES EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. The following exclusion is added to Paragraph 2., EXCLUSIONS of SECTION I - COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY:

This insurance does not apply to:

"Bodily injury" to:

- (1) A person arising out of any:

(a) Refusal to employ that person;

(b) Termination of that person's employment; or

(c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or

- (2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the employment-related practices described in Paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and

- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

- B. The following exclusion is added to Paragraph 2., EXCLUSIONS of SECTION I - COVERAGE B - PERSONAL AND ADVERTISING INJURY LIABILITY:

This insurance does not apply to:

"Personal and advertising injury" to:

- (1) A person arising out of any:

(a) Refusal to employ that person;

(b) Termination of that person's employment; or

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EMPLOYMENT-RELATED PRACTICES EXCLUSION - CONTINUED

- (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "personal and advertising injury" to that person at whom any of the employment-related practices described in Paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

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EXCLUSION OF CERTIFIED ACTS OF TERRORISM AND
OTHER ACTS OF TERRORISM

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY

A. The following exclusion is added:

This insurance does not apply to:

TERRORISM

"Any injury or damage" arising directly or indirectly, out of a "certified act of terrorism" or an "other act of terrorism". However, with respect to an "other act of terrorism", this exclusion applies only when one or more of the following are attributed to such act:

1. The total of insured damage to all types of property exceeds \$25,000,000. In determining whether the \$25,000,000 threshold is exceeded, we will include all insured damage sustained by property of all persons and entities affected by the terrorism and business interruption losses sustained by owners or occupants of the damaged property. For the purpose of this provision, insured damage means damage that is covered by any insurance plus damage that would be covered by any insurance but for the application of any terrorism exclusions; or
2. Fifty or more persons sustain death or serious physical injury. For the purposes of this provision, serious physical injury means:
 - a. Physical injury that involves a substantial risk of death; or
 - b. Protracted and obvious physical disfigurement; or
 - c. Protracted loss of or impairment of the function of a bodily member or organ; or
3. The terrorism involves the use, release or escape of nuclear materials, or directly or indirectly results in nuclear reaction or radiation or radioactive contamination; or
4. The terrorism is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
5. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the terrorism was to release such materials.

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**EXCLUSION OF CERTIFIED ACTS OF TERRORISM AND
OTHER ACTS OF TERRORISM - CONTINUED**

With respect to this exclusion, Paragraphs 1. and 2. describe the thresholds used to measure the magnitude of an incident of an "other act of terrorism" and the circumstances in which the threshold will apply for the purpose of determining whether this exclusion will apply to that incident.

B. The following definitions are added:

1. For the purposes of this endorsement, "any injury or damage" means any injury or damage covered under any Coverage Part to which this endorsement is applicable, and includes but is not limited to "bodily injury", "property damage", "personal and advertising injury", "injury" or "environmental damage" as may be defined in any applicable Coverage Part.
2. "Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act of terrorism pursuant to the federal Terrorism Risk Insurance Act of 2002. The federal Terrorism Risk Insurance Act of 2002 sets forth the following criteria for a "certified act of terrorism":
 - a. The act resulted in aggregate losses in excess of \$5 million; and
 - b. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals acting on behalf of any foreign person or foreign interest, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.
3. "Other act of terrorism" means a violent act or an act that is dangerous to human life, property or infrastructure that is committed by an individual or individuals and that appears to be part of an effort to coerce a civilian population or to influence the policy or affect the conduct of any government by coercion, and the act is not certified as a terrorist act pursuant to the federal Terrorism Risk Insurance Act of 2002. Multiple incidents of an "other act of terrorism" which occur within a seventy-two hour period and appear to be carried out in concert or to have a related purpose or common leadership shall be considered to be one incident.

- C. In the event of any incident of a "certified act of terrorism" or an "other act of terrorism" that is not subject to this exclusion, coverage does not apply to any loss or damage that is otherwise excluded under this Coverage Part.

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**CONDITIONAL EXCLUSION OF TERRORISM
(RELATING TO DISPOSITION OF FEDERAL TERRORISM
RISK INSURANCE ACT)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY

A. APPLICABILITY OF THE PROVISIONS OF THIS ENDORSEMENT

1. THE PROVISIONS OF THIS ENDORSEMENT BECOME APPLICABLE COMMENCING ON THE DATE WHEN ANY ONE OR MORE OF THE FOLLOWING FIRST OCCURS. BUT IF YOUR POLICY (MEANING THE POLICY PERIOD IN WHICH THIS ENDORSEMENT APPLIES) BEGINS AFTER SUCH DATE, THEN THE PROVISIONS OF THIS ENDORSEMENT BECOME APPLICABLE ON THE DATE YOUR POLICY BEGINS.
 - a. THE FEDERAL TERRORISM RISK INSURANCE PROGRAM ("PROGRAM"), ESTABLISHED BY THE TERRORISM RISK INSURANCE ACT, HAS TERMINATED WITH RESPECT TO THE TYPE OF INSURANCE PROVIDED UNDER THIS COVERAGE PART OR POLICY; OR
 - b. A RENEWAL, EXTENSION OR REPLACEMENT OF THE PROGRAM HAS BECOME EFFECTIVE WITHOUT A REQUIREMENT TO MAKE TERRORISM COVERAGE AVAILABLE TO YOU AND WITH REVISIONS THAT:
 - (1) INCREASE OUR STATUTORY PERCENTAGE DEDUCTIBLE UNDER THE PROGRAM FOR TERRORISM LOSSES. (THAT DEDUCTIBLE DETERMINES THE AMOUNT OF ALL CERTIFIED TERRORISM LOSSES WE MUST PAY IN A CALENDAR YEAR, BEFORE THE FEDERAL GOVERNMENT SHARES IN SUBSEQUENT PAYMENT OF CERTIFIED TERRORISM LOSSES.); OR
 - (2) DECREASE THE FEDERAL GOVERNMENT'S STATUTORY PERCENTAGE SHARE IN POTENTIAL TERRORISM LOSSES ABOVE SUCH DEDUCTIBLE; OR
 - (3) REDEFINE TERRORISM OR MAKE INSURANCE COVERAGE FOR TERRORISM SUBJECT TO PROVISIONS OR REQUIREMENTS THAT DIFFER FROM THOSE THAT APPLY TO OTHER TYPES OF EVENTS OR OCCURRENCES UNDER THIS POLICY.
2. IF THE PROVISIONS OF THIS ENDORSEMENT BECOME APPLICABLE, SUCH PROVISIONS:
 - a. SUPERSEDE ANY TERRORISM ENDORSEMENT ALREADY ENDORSED TO THIS POLICY THAT ADDRESSES "CERTIFIED ACTS OF TERRORISM" AND/OR "OTHER ACTS OF TERRORISM", BUT ONLY WITH RESPECT TO AN INCIDENT(S) OF TERRORISM (HOWEVER DEFINED) WHICH RESULTS IN INJURY OR DAMAGE THAT OCCURS ON OR AFTER THE DATE WHEN THE PROVISIONS OF THIS ENDORSEMENT BECOME APPLICABLE (FOR CLAIMS MADE POLICIES, SUCH AN ENDORSEMENT IS SUPERSEDED ONLY WITH RESPECT TO AN INCIDENT OF TERRORISM (HOWEVER DEFINED) THAT

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**CONDITIONAL EXCLUSION OF TERRORISM
(RELATING TO DISPOSITION OF FEDERAL TERRORISM
RISK INSURANCE ACT) - CONTINUED**

RESULTS IN A CLAIM FOR INJURY OR DAMAGE FIRST BEING MADE ON OR AFTER THE DATE WHEN THE PROVISIONS OF THIS ENDORSEMENT BECOME APPLICABLE); AND

b. REMAIN APPLICABLE UNLESS WE NOTIFY YOU OF CHANGES IN THESE PROVISIONS, IN RESPONSE TO FEDERAL LAW.

3. IF THE PROVISIONS OF THIS ENDORSEMENT DO NOT BECOME APPLICABLE, ANY TERRORISM ENDORSEMENT ALREADY ENDORSED TO THIS POLICY, THAT ADDRESSES "CERTIFIED ACTS OF TERRORISM" AND/OR "OTHER ACTS OF TERRORISM", WILL CONTINUE IN EFFECT UNLESS WE NOTIFY YOU OF CHANGES TO THAT ENDORSEMENT IN RESPONSE TO FEDERAL LAW.

B. The following definitions are added and apply under this endorsement wherever the term terrorism, or the phrase any injury or damage, are enclosed in quotation marks:

1. "Terrorism" means activities against persons, organizations or property of any nature:

a. That involve the following or preparation for the following:

(1) Use or threat of force or violence; or

(2) Commission or threat of a dangerous act; or

(3) Commission or threat of an act that interferes with or disrupts an electronic, communication, information, or mechanical system; and

b. When one or both of the following applies:

(1) The effect is to intimidate or coerce a government or the civilian population or any segment thereof, or to disrupt any segment of the economy; or

(2) It appears that the intent is to intimidate or coerce a government, or to further political, ideological, religious, social or economic objectives or to express (or express opposition to) a philosophy or ideology.

2. "Any injury or damage" means any injury or damage covered under any Coverage Part or Policy to which this endorsement is applicable, and includes but is not limited to "bodily injury", "property damage", "personal and advertising injury", "injury" or "environmental damage" as may be defined in any applicable Coverage Part or Policy.

C. The following exclusion is added:

EXCLUSION OF TERRORISM

We will not pay for "any injury or damage" caused directly or indirectly by "terrorism", including action in hindering or defending against an actual or expected incident of "terrorism". "Any injury

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CONDITIONAL EXCLUSION OF TERRORISM
(RELATING TO DISPOSITION OF FEDERAL TERRORISM
RISK INSURANCE ACT) - CONTINUED

or damage" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to such injury or damage. BUT THIS EXCLUSION APPLIES ONLY WHEN ONE OR MORE OF THE FOLLOWING ARE ATTRIBUTED TO AN INCIDENT OF "TERRORISM":

1. The "terrorism" is carried out by means of the dispersal or application of radioactive material, or through the use of a nuclear weapon or device that involves or produces a nuclear reaction, nuclear radiation or radioactive contamination; or
2. Radioactive material is released, and it appears that one purpose of the "terrorism" was to release such material; or
3. The "terrorism" is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
4. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the "terrorism" was to release such materials; or
5. The total of insured damage to all types of property exceeds \$25,000,000. In determining whether the \$25,000,000 threshold is exceeded, we will include all insured damage sustained by property of all persons and entities affected by the "terrorism" and business interruption losses sustained by owners or occupants of the damaged property. For the purpose of this provision, insured damage means damage that is covered by any insurance plus damage that would be covered by any insurance but for the application of any terrorism exclusions; or
6. Fifty or more persons sustain death or serious physical injury. For the purposes of this provision, serious physical injury means:
 - a. Physical injury that involves a substantial risk of death; or
 - b. Protracted and obvious physical disfigurement; or
 - c. Protracted loss of or impairment of the function of a bodily member or organ.

Multiple incidents of "terrorism" which occur within a 72-hour period and appear to be carried out in concert or to have a related purpose or common leadership will be deemed to be one incident, for the purpose of determining whether the thresholds in Paragraphs C.5. or C.6. are exceeded.

With respect to this Exclusion, Paragraphs C.5. and C.6. describe the threshold used to measure the magnitude of an incident of "terrorism" and the circumstances in which the threshold will apply, for the purpose of determining whether this Exclusion will apply to that incident. When the Exclusion applies to an incident of "terrorism", there is no coverage under this Coverage Part or Policy.

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CONDITIONAL EXCLUSION OF TERRORISM
(RELATING TO DISPOSITION OF FEDERAL TERRORISM
RISK INSURANCE ACT) - CONTINUED

In the event of any incident of "terrorism" that is not subject to this Exclusion, coverage does not apply to "any injury or damage" that is otherwise excluded under this Coverage Part or Policy.

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SILICA OR SILICA-RELATED DUST EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. The following exclusion is added to Paragraph 2., Exclusions of SECTION I - COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY:

2. EXCLUSIONS

This insurance does not apply to:

SILICA OR SILICA-RELATED DUST

- a. "Bodily injury" arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, or ingestion of, "silica" or "silica-related dust".
- b. "Property damage" arising, in whole or in part, out of the actual, alleged, threatened or suspected contact with, exposure to, existence of, or presence of, "silica" or "silica-related dust".
- c. Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, "silica" or "silica-related dust", by any insured or by any other person or entity.

- B. The following exclusion is added to Paragraph 2., Exclusions of SECTION I - COVERAGE B - PERSONAL AND ADVERTISING INJURY LIABILITY:

2. EXCLUSIONS

This insurance does not apply to:

SILICA OR SILICA-RELATED DUST

- a. "Personal and advertising injury" arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, "silica" or "silica-related dust".
- b. Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, "silica" or "silica-related dust", by any insured or by any other person or entity.

- C. The following definitions are added to the DEFINITIONS Section:

1. "Silica" means silicon dioxide (occurring in crystalline, amorphous and impure forms), silica particles, silica dust or silica compounds.

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SILICA OR SILICA-RELATED DUST EXCLUSION - CONTINUED

2. "Silica-related dust" means a mixture or combination of silica and other dust or particles.

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AMENDMENT OF INSURED CONTRACT DEFINITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Paragraph 9. of the Definitions Section is replaced by the following:

9. "Insured contract" means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- b. A sidetrack agreement;
- c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

- (1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;
- (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or

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COMMERCIAL GENERAL LIABILITY

AMENDMENT OF INSURED CONTRACT DEFINITION - CONTINUED

- (3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (2) above and supervisory, inspection, architectural or engineering activities.

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COMMERCIAL GENERAL LIABILITY

SPECIAL BROAD FORM GENERAL LIABILITY ENDORSEMENT

This endorsement modifies the insurance provided under the Commercial General Liability Coverage Part. With respect to coverage provided by this endorsement, the provisions of the Commercial General Liability Coverage Part apply unless modified by the endorsement.

1. COVERAGE D. EMPLOYEE BENEFITS LIABILITY

A. The following is added to SECTION I - COVERAGES:

1. INSURING AGREEMENT

- a. We will pay those sums that the insured becomes legally obligated to pay as "damages" because of an occurrence to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those "damages". However, we will have no duty to defend the insured against any "suit" seeking "damages" to which this insurance does not apply. We may, at our discretion, investigate any occurrence and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for "damages" is limited as described in paragraph 5. h. of this endorsement; and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverage D.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

- b. This insurance applies only to "damages" caused by an occurrence during the policy period. The occurrence must take place in the "coverage territory".

c. With regard to Coverage D:

- (1) Occurrence means an error or omission in the "administration" of "employee benefits";
- (2) Employee includes a person actively employed, formerly employed, on leave of absence, disabled or retired;
- (3) Employee does not include a "leased worker" or "temporary worker"; and
- (4) The definition of "suit" is amended to include a civil proceeding in which "damages" because of an occurrence to which this insurance applies are alleged.

- d. "Damages" sustained by any one employee, including "damages" sustained by such employee's dependents and

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**SPECIAL BROAD FORM
GENERAL LIABILITY ENDORSEMENT - CONTINUED**

beneficiaries, as a result of a series of related errors or omissions shall be considered one occurrence.

2. EXCLUSIONS

This insurance does not apply to:

- a. "Bodily injury" or mental injury to any person, "property damage" or "personal and advertising injury".
- b. Liability assumed by the insured under any contract or agreement.
- c. Any claim for:
 - (1) Failure of performance of a contract by any insurer or other fiduciary entrusted with monies intended to fund "employee benefits";
 - (2) Insufficiency of funds to meet any obligations under any "employee benefits";
 - (3) Inadequacy of performance of investments, errors in providing information on past performance of investment vehicles or advice given with respect to participation;
 - (4) Your failure to establish any "employee benefits" in compliance with the mandatory provisions of any law governing workers' compensation, unemployment insurance, social security or disability benefits or any similar state or federal law;
 - (5) Advice given to any person to participate or not to participate in any "employee benefits";
 - (6) Taxes, fines or penalties, including those imposed under the Internal Revenue Code or any similar state or local law;
 - (7) "Damages" arising out of wrongful termination of employment, discrimination, or other employment-related practices.
- d. Liability based on:
 - (1) Medical malpractice of any physician or surgeon;
 - (2) Dishonest, fraudulent, criminal or malicious acts or omissions committed by any insured;
 - (3) The Employee Retirement Income Security Act of 1974 or any amendment thereof; or
 - (4) Circumstances of which you were aware, or should have been aware, at the inception of this insurance.

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SPECIAL BROAD FORM
GENERAL LIABILITY ENDORSEMENT - CONTINUED

e. Liability arising directly or indirectly out of:

(1) Any actual or alleged failure, malfunction or inadequacy of:

(a) Any of the following, whether belonging to any insured or to others:

(i) Computer hardware, including microprocessors;

(ii) Computer application software;

(iii) Computer operating systems and related software;

(iv) Computer networks;

(v) Microprocessors (computer chips) not part of any computer system; or

(vi) Any other computerized or electronic equipment or components; or

(b) Any other products, and any services, data or functions that directly use or rely upon, in any manner, any of the items listed in paragraph (1)(a) above

due to the inability to correctly recognize, process, distinguish, interpret or accept any calendar date or time of day.

(2) Any advice, consultation, design, evaluation, inspection, installation, maintenance, repair, replacement or supervision provided or done by you or for you to determine, rectify or test for, any potential or actual problems described in paragraph (1) above.

3. The Supplementary Payments provisions are extended to Coverage D.

B. DEDUCTIBLE

1. Our obligation under Coverage D. to pay "damages" on behalf of the insured applies only to the amount of "damages" in excess of any Each Employee deductible amount shown in the Declarations.

2. The deductible amount applies to all "damages" sustained by any one employee, including such employee's dependents and beneficiaries, because of any one occurrence.

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**SPECIAL BROAD FORM
GENERAL LIABILITY ENDORSEMENT - CONTINUED**

3. The terms of this insurance, including those with respect to:
 - a. Our right and duty to defend the insured against "suits" seeking those "damages"; and
 - b. Your duties in the event of an occurrence, claim or "suit"
 apply regardless of the application of the deductible amount.
4. We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you should promptly reimburse us for such part of the deductible amount as has been paid by us.

C. COVERAGE D DEFINITIONS

1. "Administration" means:

- a. Providing information to employees, including their dependents and beneficiaries, with respect to eligibility for or scope of "employee benefits";
- b. Interpreting "employee benefits";
- c. Handling of records in connection with the "employee benefits"; or
- d. Effecting, continuing or terminating any employee's participation in any benefit included in "employee benefits"

by you or a person or organization authorized by you to perform such acts.

However, "administration" does not include handling payroll deductions.

2. "Damages" means:

- a. Those sums that the insured is legally obligated to pay as a result of negligent errors or omissions to which this insurance applies. For the purpose of this coverage, "damages" does not include punitive or exemplary damages, requests for restitution, requests for injunctive or declarative relief including associated requests for costs or fees or any other costs, fees or penalties that are not insurable by law; or
- b. Other costs, fees or penalties required to be paid by order of enforcement of any federal, state or local statutes to the extent they are insurable by law.

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COMMERCIAL GENERAL LIABILITY

SPECIAL BROAD FORM
GENERAL LIABILITY ENDORSEMENT - CONTINUED

3. "Employee benefits" means:

a. Insurance programs for:

- (1) Group Life;
- (2) Group accident and health;
- (3) Dental, vision and hearing plans;
- (4) Flexible spending accounts;
- (5) Workers' compensation;
- (6) Unemployment; and
- (7) Social security and disability benefits.

b. Group Plans for:

- (1) Profit Sharing;
- (2) Pension;
- (3) Employee stock subscription;
- (4) Employee savings plans; and
- (5) Employee stock ownership plans;

c. Vacation plans, including buy and sell programs; leave of absence programs, including military, maternity, family, and civil leave; tuition assistance plans; transportation and health club subsidies; and

d. Other similar employee benefits identified by separate endorsement.

The above plans must be provided by you and are applicable to you and your employees.

2. BROADENED SUPPLEMENTARY PAYMENTS

Under SECTION I - COVERAGES, SUPPLEMENTARY PAYMENTS - COVERAGES A AND B:

- a. Paragraph 1.b. is amended to pay up to \$1,000 for cost of bail bonds; and
- b. Paragraph 1.d. is amended to pay for loss of earnings up to \$300 a day because of time off from work.

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SPECIAL BROAD FORM
GENERAL LIABILITY ENDORSEMENT - CONTINUED

3. FELLOW EMPLOYEE BODILY INJURY

Paragraph 2.a. of SECTION II - WHO IS AN INSURED is replaced by the following:

2. Each of the following is also an insured:

- a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Personal and advertising injury":

- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business or to your other "volunteer workers" while performing duties related to the conduct of your business;
- (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of paragraph (1)(a) above or
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in paragraphs (1)(a) or (b) above.

(2) "Bodily injury or "personal and advertising injury" arising out of his or her providing or failing to provide professional health care services.

But, this does not apply to "bodily injury" arising out of nurses, emergency medical technicians or paramedics providing or failing to provide professional health care services.

(3) "Property damage" to property:

- (a) Owned, occupied or used by,
- (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by

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COMMERCIAL GENERAL LIABILITY

SPECIAL BROAD FORM
GENERAL LIABILITY ENDORSEMENT - CONTINUED

you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

4. WORLDWIDE COVERAGE TERRITORY

- a. Under SECTION V - DEFINITIONS, paragraph 4. is replaced by the following:

4. "Coverage territory" means anywhere in the world.

- b. The following is added to SECTION IV - CONDITIONS:

EXPANDED COVERAGE TERRITORY

- (1) If a "suit" to which this insurance applies is brought outside the United States of America (including its territories and possessions), Puerto Rico or Canada, we will have the right but not the duty to defend the insured against such "suit".

In any such case in which we elect not to defend, the insured will at our option and under our supervision:

- (a) Make or cause to be made such investigation and defense as are reasonably necessary; and
(b) To the extent possible, effect such settlement or settlements as we shall deem proper.

We will reimburse the insured, under Supplementary Payments, for the reasonable cost of such investigation and defense and, within the limits of liability, for the amounts of such authorized settlement.

- (2) All payments or reimbursements we make for damages because of judgments or settlements will be made in U.S. currency at the prevailing exchange rate at the time the insured became legally obligated to pay such sums. All payments or reimbursements we make for expenses under Supplementary Payments will be made in U.S. currency at the prevailing exchange rate at the time the expenses were incurred.

- (3) Any disputes between you and us as to whether there is coverage under this policy must be filed in the courts of the United States of America (including its territories and possessions), Puerto Rico or Canada.

- c. The following is added to Paragraph 4.b. under the Conditions section:

4. OTHER INSURANCE

b. EXCESS INSURANCE

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**SPECIAL BROAD FORM
GENERAL LIABILITY ENDORSEMENT - CONTINUED**

This insurance is excess over:

(3) Any of the other insurance, whether primary, excess, contingent or on any other basis:

(a) If the insured's liability to pay damages is determined in a "suit" brought outside the United States of America (including its territories and possessions), Puerto Rico or Canada; or

(b) That is coverage required by law, regulation or other governmental authority in a part of the "coverage territory" that is outside of the United States of America (including its territories and possessions), Puerto Rico or Canada.

5. GENERAL AGGREGATE LIMIT - THREE TIMES EACH OCCURRENCE LIMIT

SECTION III - LIMITS OF INSURANCE is replaced by the following:

a. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

- (1) Insureds;
- (2) Claims made or "suits" brought;
- (3) Persons or organizations making claims or bringing "suits"; or
- (4) Benefits included in your "employee benefits".

b. The General Aggregate Limit, which is three times the Each Occurrence Limit, is the most we will pay for the sum of:

- (1) Medical expenses under Coverage C;
- (2) Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard";
- (3) Damages under Coverage B; and
- (4) "Damages" under Coverage D.

c. The Products - Completed Operations Aggregate Limit is the most we will pay under Coverage A for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".

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COMMERCIAL GENERAL LIABILITY

SPECIAL BROAD FORM
GENERAL LIABILITY ENDORSEMENT - CONTINUED

- d. Subject to b. above, the Personal and Advertising Injury Limit is the most we will pay under Coverage B for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.
- e. Subject to b. or c. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
 - (1) Damages under Coverage A; and
 - (2) Medical expenses under Coverage C
 because of all "bodily injury" and "property damage" arising out of any one "occurrence".
- f. Subject to e. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises while rented to you or temporarily occupied by you with permission of the owner.
- g. Subject to e. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person.
- h. Subject to b. above, the Each Employee Limit is the most we will pay under Coverage D. for all "damages" sustained by any one employee, including "damages" sustained by such employee's dependents and beneficiaries, because of any one occurrence.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

6. ENGINE REBUILDING AND OVERHAUL OPERATIONS

If this insurance applies to "property damage" included within the "products-completed operations hazard", the following exception is added to exclusion 1. under Paragraph 2., EXCLUSIONS of SECTION I - COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY:

This exclusion does not apply if "property damage" arises from "engine rebuilding or overhaul operations" conducted by you or on your behalf.

"Engine rebuilding or overhaul operations" means repair of internal combustion engines or component parts of such engines owned by others if the repair involves the complete disassembly and reassembly of the engine or component part of the engine.

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SPECIAL BROAD FORM
GENERAL LIABILITY ENDORSEMENT - CONTINUED

This insurance does not apply to "property damage" to engines or component parts of engines which are used in, or while in practice or preparation for, any prearranged racing, speed, demolition or stunting activity.

7. INCIDENTAL MEDICAL MALPRACTICE

- a. Under SECTION V - DEFINITIONS, the definition of "bodily injury" is amended to include injury arising out of the rendering or failure to render medical services to persons by any physician, dentist, nurse, emergency medical technician or paramedic who is employed by you to provide such services.
- b. This insurance does not apply:
 - (1) If you are engaged in the business or occupation of providing medical services; or
 - (2) To liability assumed in a contract or agreement.

8. DAMAGE TO PREMISES RENTED TO YOU

- a. The final paragraph under Paragraph 2., EXCLUSIONS of SECTION I - COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY is replaced by the following:

Exclusions c., d., e. and g. through n. do not apply to damage to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in paragraph 5.f. of this endorsement.

This insurance does not apply to "property damage" (other than damage by fire) to premises rented to you for a period of 7 or fewer consecutive days.

- b. Except for damage arising out of fire, explosion or water discharge, our obligation under this coverage to pay for premises "property damage" on your behalf applies only to the amount of damages in excess of a \$5,000 per claim deductible. The deductible applies to all damages sustained by any one person or organization because of premises "property damage".

The terms of this insurance, including those with respect to:

- (1) Our right and duty to defend the insured against any "suit" seeking damages to which this insurance applies; and
- (2) Your duties in the event of an "occurrence", claim, or "suit"

apply irrespective of the application of the deductible amount.

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GENERAL LIABILITY ENDORSEMENT - CONTINUED

We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

9. EXTENDED MEDICAL PAYMENTS

SECTION 1 - COVERAGE C - MEDICAL PAYMENTS is extended to apply to medical expenses incurred and reported to us within three years of the date of the accident.

10. EXTENDED NON-OWNED WATERCRAFT

Paragraph (2)(a) of exclusion g. under Paragraph 2., EXCLUSIONS of SECTION 1 - COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY is amended, substituting 51 feet for 26 feet.

11. MEDICAL PAYMENTS - WAIVER OF TRANSFER OF RIGHTS OF RECOVERY

Under SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, Condition B. Transfer of Rights of Recovery Against Others To Us is amended by the addition of the following:

We waive the right of recovery we may have because of payments we make for "bodily injury" under SECTION 1 - COVERAGE C - MEDICAL PAYMENTS.

12. AIRCRAFT CHARTERED WITH A CREW

The following is added to exclusion g. under Paragraph 2., EXCLUSIONS of SECTION 1 - COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY:

This exclusion does not apply to an aircraft chartered with a crew by or on behalf of the insured.

This insurance is excess over any other valid and collectible aircraft insurance available to the insured, whether such insurance is primary, excess, contingent or on any other basis.

13. EXTENDED PROPERTY DAMAGE

Exclusion a. under Paragraph 2., EXCLUSIONS of SECTION 1 - COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY is replaced by the following:

- a. "Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

14. HOSTILE FIRE - POLLUTION CLEAN UP

The following is added to Paragraph (2) of exclusion f. under Paragraph 2., EXCLUSIONS of SECTION 1 - COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY:

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SPECIAL BROAD FORM
GENERAL LIABILITY ENDORSEMENT - CONTINUED

Subparagraphs (2)(a) and (b) do not apply to loss, cost or expense arising out of heat, smoke or fumes from a "hostile fire" covered under paragraph f. (1) above. A separate aggregate limit of \$25,000 is the most we will pay under this coverage for losses during the policy period.

The above provision does not apply if a Total Pollution Exclusion endorsement is a part of this Coverage Part.

15. NEWLY ACQUIRED ORGANIZATIONS

Paragraph 3.a. of SECTION II - WHO IS AN INSURED is amended, substituting 180th day for 90th day.

16. BROAD KNOWLEDGE OF OCCURRENCE, CLAIM OR SUIT

Under SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, Condition 2. Duties In The Event of Occurrence, Offense, Claim or Suit is amended by the addition of the following:

Knowledge of an "occurrence", offense, claim or "suit" by an agent or "employee" of any insured or receipt of any demand, notice, summons or other legal paper in connection with a claim or "suit" by any agent or "employee" of any insured shall not in itself constitute knowledge of the named insured or receipt of the named insured, unless a partner, member, manager, "executive officer" or director shall have such knowledge or shall have received such demand, notice, summons or legal paper.

17. SOLD PREMISES PROPERTY DAMAGE

Exclusion j. (2) under Paragraph 2., EXCLUSIONS of SECTION I - COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY does not apply.

18. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

Under SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, the following is added to Condition 6. Representations:

If in your representations to us you unintentionally failed to disclose all hazards and exposures subject to this insurance, we shall not deny any coverage under this policy because of such oversight.

19. STOP GAP LIABILITY

The following exception is added to exclusion e. under Paragraph 2., EXCLUSIONS of SECTION I - COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY:

This exclusion does not apply to "bodily injury" to an employee of the insured arising out of and in the course of:

a. Employment by the insured; or

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COMMERCIAL GENERAL LIABILITY

SPECIAL BROAD FORM
GENERAL LIABILITY ENDORSEMENT - CONTINUED

- b. Performing duties related to the conduct of the insured's business

provided such employee is reported and declared under the Workers Compensation Fund of the State(s) of North Dakota, Ohio, Washington, West Virginia or Wyoming, whichever is applicable as respects such injured employee.

As used herein, employee includes a "leased worker" or "temporary worker".

The insurance provided by this coverage extension does not apply to:

- a. Punitive or exemplary damage because of "bodily injury" to an employee employed in violation of law;
- b. "Bodily injury" to an employee while employed in violation of law with your actual knowledge or the actual knowledge of any of your "executive officers"; or
- c. Damages arising out of the discharge of, coercion of, or discrimination against any employee in violation of law.

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COMMERCIAL GENERAL LIABILITY

EXCLUSION - ASBESTOS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following exclusion is added to Paragraph 2., EXCLUSIONS of SECTION I - COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY and Paragraph 2., EXCLUSIONS of SECTION I - COVERAGE B - PERSONAL AND ADVERTISING INJURY LIABILITY:

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by the actual, alleged or threatened:
 - a. Inhalation of, ingestion of or physical exposure to "asbestos";
 - b. Use of "asbestos" in construction or manufacture of any goods, products or structures;
 - c. Removal of "asbestos" from any goods, products or structures;
 - d. Manufacture, sale, transport, storage or disposal of "asbestos"; or
 - e. Discharge, dispersal, seepage, migration, release or escape of "asbestos".
2. Any loss, cost or expense arising out of any:
 - a. Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "asbestos"; or
 - b. Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of "asbestos".

As used herein, "asbestos" means not only the natural fibrous mineral forms of impure magnesium silicate, but also any material, good, product or structure of which it is a part.

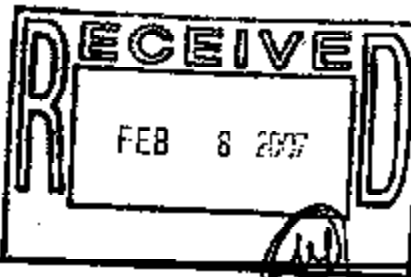
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09003

**Olin
BRASS**



**MATERIAL
SAFETY DATA
SHEET**

Olin MSDS No.: 00003.0001
Revision No.: 9

Revision Date: 1/1/07
Supersedes: 1/1/06

1. PRODUCT AND COMPANY IDENTIFICATION

17510 MATERIALS

Product Name: BERYLLIUM COPPER ALLOY
Chemical Name: Metal Alloy
Synonyms: Beryllium Coppers, UNS/CDA Alloy Nos. C17000 - C17999
Chemical Family: Metallic Alloy
Formula: Not applicable - mixture
Product Use: Metallurgical Products

COMPANY ADDRESS: MSDS Control Group
Olin Brass and
Winchester
427 North Shamrock St.
East Alton, IL 62024-
1197
www.olinbrass.com
olinmsds@olin.com

TECHNICAL
INFORMATION:
618-258-3507

EMERGENCY TELEPHONE NUMBER:
1-888-2891-911

2. COMPOSITION/INFORMATION ON INGREDIENTS

CAS Number	Components	% By Weight	EINECS/ ELINCS #	EU Classification	
				Symbol	R-Phrase
7440-50-8	Copper	98 - 100	231-159-6	None	None
7440-41-7	Beryllium	0.15 - 2.0	231-150-7	T+	R 49-25-26- 36/37/38-43- 48/23-51/53
7440-48-4	Cobalt	0.2 - 2.7	231-158-0	Xn	R 42/43

OSHA REGULATORY STATUS: In solid form, not hazardous. Dust or fume; carcinogen, irritant, lung and respiratory system toxin, sensitizer

In solid form, this material is not hazardous. Dust and fumes are hazardous materials.

3. HAZARDS IDENTIFICATION

WARNING!

EXPOSURE TO DUST OR FUMES CAN CAUSE EYE, SKIN AND RESPIRATORY TRACT IRRITATION. EXPOSURE TO DUST OR FUMES CAN CAUSE RESPIRATORY SYSTEM DAMAGE. MAY CAUSE AN ALLERGIC SKIN AND/OR RESPIRATORY REACTION. CONTAINS A MATERIAL WHICH MAY CAUSE CANCER. USE ONLY WITH ADEQUATE VENTILATION. AVOID CONTACT WITH EYES, SKIN AND CLOTHING. WASH THOROUGHLY AFTER HANDLING.

HAZARD RATINGS (for dust or fume)
Hazardous Materials Identification
System (HMIS)

Degree of hazard (0 = low, 4 = extreme)

Health: 3*

Flammability: 0

Physical Hazard:
None

National Fire Protection Association
(NFPA)

Mixture. Not rated.

HUMAN THRESHOLD RESPONSE DATA

Odor Threshold:

Unknown

Irritation Threshold:

Unknown

Immediately Dangerous to Life or Health
(IDLH) Value(s):

The IDLH for this product is not known. The IDLH for beryllium is 4 mg/m³. The IDLH for cobalt is 20 mg/m³. The IDLH for copper is 100 mg/m³.

Order MSDS: # 503
Location Used: RI,CT,PA,OH,IL,CA,PR,GA,MX,OLIN

MS 000134

Oltn BRASS

MSDS #00003.0001

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POTENTIAL HEALTH EFFECTS

ACUTE EFFECTS

Eye: Dust or fume can cause irritation consisting of redness, swelling, and pain. May cause conjunctivitis with repeated exposures.

Skin: Material not expected to be absorbed through the skin. Contact with dust may cause mild irritation consisting of redness and/or swelling.

Inhalation: Harmful if inhaled. Inhalation of high concentrations of powder, dust, or fume may cause respiratory and nasal irritation, coughing, and difficulty breathing. Inhalation of high concentrations of metallic copper dusts or fumes may cause nasal irritation and/or nausea, vomiting and stomach pain. Inhalation of high concentrations of beryllium dust can cause a condition known as berylliosis which is a form of chemically induced pneumonia causing fever, chest pain, coughing, fatigue, bloody sputum, wheezing and difficulty breathing. These symptoms may be delayed and not appear for up to 2 weeks after an acute high exposure.

Ingestion: Ingestion of large amounts of dust may cause nausea, diarrhea and or stomach pain.

CHRONIC EFFECTS: Prolonged or repeated inhalation of dust or fume may cause more severe irritation and possibly lung damage. Repeated exposure may cause an allergic skin reaction consisting of itching, redness, swelling, and rash or urticaria (hives) in sensitized individuals. Prolonged or repeated inhalation of dust or fume may cause an allergic type of asthma reaction characterized by wheezing, coughing, and extreme breathing difficulty in sensitized individuals. Prolonged, repeated exposures to beryllium can cause a chronic lung disease characterized by coughing, wheezing and reduced capacity of the lungs which can lead to heart failure. Ingestion of large amounts of cobalt may affect the heart, but this type of exposure is not anticipated under normal occupational conditions. Epidemiological studies in humans have shown an association between increased incidence of lung cancer and prolonged exposures to beryllium. Beryllium is classified as a known human carcinogen.

MEDICAL CONDITIONS AGGRAVATED BY EXPOSURE: Exposure to dust or fume may aggravate an existing dermatitis, asthma, emphysema, or other respiratory disease.

POTENTIAL ENVIRONMENTAL EFFECTS: None known. Product has not been tested for environmental properties.

4. FIRST AID MEASURES

EYE CONTACT: Immediately flush out fume and dust particles with large amounts of water for at least 15 minutes, occasionally lifting the upper and lower eyelids. If eye irritation develops, call a physician at once.

SKIN CONTACT: If exposed to dust or fumes, wash skin with plenty of water. Remove contaminated clothing and shoes and launder before reuse. If skin irritation or rash develops and persists or recurs, get medical attention.

INHALATION: If symptoms of lung irritation occur (coughing, wheezing or breathing difficulty), remove from exposure area to fresh air immediately. If breathing has stopped, perform artificial respiration. Keep affected person warm and at rest. Get medical attention.

INGESTION: Not a likely route of exposure for finished metal alloy. If dust is ingested, immediately drink water to dilute. Consult a physician if symptoms develop.

NOTE TO PHYSICIANS: There is no specific antidote to the active ingredients in this product; use symptomatic treatment.



MSDS #00003.0001

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5. FIRE FIGHTING MEASURES

PROPERTY	VALUE	PROPERTY	VALUE
Explosive	No	Flammable	No
Combustible	No	Pyrophoric	No
Flash Point (°C):	Not applicable	Burning Rate of Material:	Not applicable
Lower Explosive Limit:	Not applicable	Autoignition Temp.:	Not applicable
Upper Explosive Limit:	Not applicable	Flammability Classification: (defined by 29 CFR 1910.1200)	Not applicable

UNUSUAL FIRE AND EXPLOSION HAZARDS:

EXTINGUISHING MEDIA:

Dust may cause an ignitable and/or an explosive atmosphere. For localized powder fires, smother with dry sand, dry dolomite, sodium chloride or soda ash. Use fire-extinguishing media appropriate to fight surrounding fire. None required.

SPECIAL FIREFIGHTING PROCEDURES:

6. ACCIDENTAL RELEASE MEASURES

FOR ALL TRANSPORTATION ACCIDENTS, CALL CHEMTREC AT 800-424-9300. In dust form, this product may be an explosion hazard. Remove all sources of ignition. Dust or fume may be suppressed by the use of a local exhaust system. Dispose of per guidelines under Section 13, WASTE DISPOSAL.

7. HANDLING AND STORAGE

HANDLING:

STORAGE:

Avoid dispersion of dust in air.
No special requirements.
Shelf Life Limitations: None known.
Incompatible Materials for Packaging: None known.
Incompatible Materials for Storage or Transport: None known.

OTHER PRECAUTIONS:

Do not shake clothing, rags or other items to remove dust. Dust should be removed by washing or HEPA vacuuming.

8. EXPOSURE CONTROLS/PERSONAL PROTECTION

CAS #	CHEMICAL NAME	ACGIH TLV	OSHA PEL	INTERNATIONAL OELS
7440-50-8	Copper	0.2 mg/m ³ (fume), 1 mg/m ³ (dusts and mists)	0.1 mg/m ³ (fume) 1 mg/m ³ (dusts and mists)	Austria, Belgium, Canada: 0.2 mg/m ³ (fumes), 1 mg/m ³ (dusts) Denmark: 1.0 mg/m ³ (dust and powder) Germany (MAK): 0.1 mg/m ³ (fume), 1 mg/m ³ (dusts and mists)
7440-48-4	Cobalt	0.02 mg/m ³	0.1 mg/m ³	Austria: Group A2 carcinogen, skin & respiratory sensitizer Canada (BC): 0.02 mg/m ³ , K3, 3, A Canada (Alberta & others): 0.05 mg/m ³ Denmark: 0.02 mg/m ³ Germany: MAK - 2 (Sah)

Olin BRASS

MSDS #00003.0001

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CAS #	CHEMICAL NAME	ACGIH TLV	OSHA PEL	INTERNATIONAL CELS
7440-41-7	Beryllium	0.002 mg/m ³ (inhalable) Sensitizer STEL = 0.01 mg/m ³ Confirmed human carcinogen	0.002 mg/m ³ Ceiling = 0.005 mg/m ³ 30 min. peak per 8 hr. shift = 0.025 mg/m ³	Germany, MAK - Category 2 Denmark, Finland, Iceland, Norway, Poland - 0.001 mg/m ³ , carcinogen Belgium, Canada, Czechoslovakia, France, Ireland, Japan, Portugal, Spain, Sweden, Switzerland, U.K. - 0.002 mg/m ³ , sensitizer, R1 carcinogen Greece - 0.005 mg/m ³

ENGINEERING CONTROLS:

When welding, melting, casting, grinding, sanding, polishing, or otherwise abrading the surface of beryllium alloys in a manner which generates finely divided particles, an exposure to airborne beryllium in excess of the occupational standard may occur. Use with adequate ventilation to meet exposure limits listed. Operations generating airborne beryllium must be air sampled to determine exposure levels. Where exposure data indicate, medical surveillance should be conducted. Use safety glasses.

EYE / FACE PROTECTION:

SKIN PROTECTION:

Wear impervious (cut-resistant) gloves and other protective clothing (aprons, coveralls) as appropriate to prevent skin contact when using this product. If generating a dust, wash thoroughly after handling, especially before eating, drinking, or smoking. Contaminated work clothing and overgarments should be managed in such a manner so as to prevent secondary exposure to beryllium dust.

RESPIRATORY PROTECTION:

Respiratory protection not normally needed. If dusting occurs or fumes are generated above the PEL/TLV, use a NIOSH-approved half-face or full-face respirator equipped with High Efficiency Particulate (HEPA) filter cartridges.

GENERAL HYGIENE CONSIDERATIONS:

Do not eat, drink, or smoke while using this product in dust form.

9. PHYSICAL AND CHEMICAL PROPERTIES

PROPERTY	VALUE	PROPERTY	VALUE
Appearance:	Metallic brass color	Vapor Density (air = 1):	Not applicable
Odor:	None	Boiling Point (°F):	No data
Molecular Weight:	Not applicable - Mixture	Melting point:	871°C (1600 °F)
Physical State:	Solid	Specific gravity (g/cc):	8.4
pH:	Not applicable	Bulk Density:	8.4 g/cc
Vapor Pressure (mm Hg):	Not applicable	Viscosity (cps):	Not applicable
Vapor Density:	Not applicable	Decomposition Temperature:	Not applicable
Solubility in Water (20 °C):	Negligible	Evaporation Rate:	Not Applicable
Volatiles, Percent by volume:	Not applicable	Octanol/water partition coefficient:	Unknown

10. STABILITY AND REACTIVITY

STABILITY:

Stable under normal temperatures and pressure.

CONDITIONS TO AVOID:

Not affected by mechanical impact or shock or by electrical discharge.

MATERIALS TO AVOID:

Acetylene, chlorine

HAZARDOUS DECOMPOSITION

When heated to decomposition, may produce metal oxides and fumes.

PRODUCTS:

Inhalation

of high concentrations of metal fumes may cause a condition known as "metal fume fever" which is characterized by flu-like symptoms.

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MSDS #00003.0001

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HAZARDOUS POLYMERIZATION: Will not occur.

11. TOXICOLOGICAL INFORMATION

POTENTIAL EXPOSURE ROUTES: For dust: ingestion, inhalation, and eye contact. For fume: inhalation and eye contact. The finished alloy metal is not hazardous.

ACUTE ANIMAL TOXICITY DATA:

For Product: (dust or fume):		For Components		
		Copper	Cobalt	Beryllium
Oral LD ₅₀	Believed to be moderately toxic	3.5 mg/kg (mouse, intraperitoneal)	6.171 g/kg (rat)	18 - 200 mg/kg (rat, various beryllium compounds)
Dermal LD ₅₀	Believed to be > 2 g/kg	375 mg/kg (rabbit, subcutaneous)	No data	No data
Inhalation LC ₅₀	Believed to be slightly to moderately toxic	No data	165 mg/m ³ (30-min., rat, cobalt oxides)	> 0.8 mg/m ³ (50 min., rat)
Irritation	Believed to be an eye and respiratory irritant	Respiratory irritant	Respiratory irritant, skin and respiratory sensitizer	Irritant, skin sensitizer

SUBCHRONIC/ CHRONIC TOXICITY:

No information for product. Acute and chronic exposure to beryllium via inhalation has caused lung damage in laboratory animals.

CARCINOGENICITY:

IARC lists cobalt and cobalt compounds as possibly carcinogenic to humans, Group 2B. Chronic exposure to beryllium has produced lung cancer in several species of laboratory animals. Beryllium is listed as a known human carcinogen by IARC (Group 1), OSHA, NTP, and EPA.

MUTAGENICITY:

This product is not known or reported to be mutagenic. Beryllium has shown evidence of mutation in *in vitro* bacterial and mammalian systems.

REPRODUCTIVE, TERATOGENICITY, OR DEVELOPMENTAL EFFECTS:

This product is not known or reported to cause reproductive or developmental effects. Laboratory studies in animals have shown that beryllium can cross the placenta and cause fetal toxicity.

NEUROLOGICAL EFFECTS:

This product is not known or reported to cause neurological effects.

INTERACTIONS WITH OTHER CHEMICALS WHICH ENHANCE TOXICITY:

None known or reported.

12. ECOLOGICAL INFORMATION

ECOTOXICITY: No data is available on this product. Individual constituents are as follows:

Copper:

The toxicity of copper to aquatic organisms varies significantly not only with the species, but also with the physical and chemical characteristics of the water, such as its temperature, hardness, turbidity and carbon dioxide content. Copper concentrations varying from 0.1 to 1.0 mg/l have been found by various investigators to be not toxic for most fish. However, concentrations of 0.015 to 3.0 mg/l have been reported as toxic, particularly in soft water to many kinds of fish, crustaceans, mollusks, insects, and plankton.

MOBILITY:

No data

Olin BRASS

MSDS #00003.0001

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PERSISTENCE/DEGRADABILITY: No data
BIOACCUMULATION: No data

13. DISPOSAL CONSIDERATIONS

If this product becomes a waste, it DOES NOT meet the criteria of a hazardous waste as defined under 40 CFR 261, in that it does not exhibit the characteristics of hazardous waste of Subpart C, nor is it listed as a hazardous waste under Subpart D. Care must be taken to prevent environmental contamination from the use of this material. The user of this material has the responsibility to dispose of unused material, residues and containers in compliance with all relevant local, state and federal laws and regulations regarding treatment, storage and disposal for hazardous and non-hazardous wastes. This product may be a candidate for metal reclamation.

14. TRANSPORT INFORMATION

	U.S. DOT	RID/ADR	IMDG	IATA	IMO	Canada TDG
PROPER SHIPPING NAME:	Not regulated					
HAZARD CLASS:						
UN NO.:						
PACKING GROUP:						
LABEL:						
REPORTABLE QUANTITY:						

15. REGULATORY INFORMATION

US FEDERAL

TSCA	The components of this product are listed on the Toxic Substance Control Act inventory.				
CERCLA:	Copper, R.Q. = 5000 lbs.; Beryllium, R.Q. = 10 lbs. (No reporting is required if diameter of the pieces of metal is equal to or exceeds 100 micrometers (0.004 inches)).				
SARA 313:	Copper, Cobalt, Beryllium				
SARA 313 Hazard Class:	<u>Health:</u> For dust or fume only	<u>Acute -</u> Yes, <u>Chronic -</u> Yes	<u>Fire:</u> None	<u>Reactivity:</u> None	<u>Release of Pressure:</u> None
SARA 302 EHS List:	None of the components of this product are listed.				

* RQ = Reportable Quantity

STATE RIGHT-TO-KNOW STATUS

Component	*CA Prop. 65	New Jersey	Pennsylvania	Massachusetts	Michigan
Copper	Not listed	X	X	X	X
Cobalt	X	X	X	X	X
Beryllium	X	X	X	X	X

* "WARNING: This product contains detectable amounts of a chemical(s) known to the State of California to cause cancer and/or birth defects or other reproductive harm."

EUROPEAN REGULATIONS

Because this material contains beryllium at > 0.1% this material is classified as: T+, Very Toxic. However, this material in its massive solid form is not required to be labeled under EC regulations.

German GHS Classification: Unknown

CANADIAN REGULATIONS

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BRASS

MSDS #00003.0001

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DSL LIST: The components of this product are on the DSL or are exempt from reporting under the New Substances Notification Regulations.
IDL: Cobalt, Copper, Beryllium
WHMIS: This product is considered to be a manufactured article and therefore not subject to WHMIS requirements.

16. OTHER INFORMATION

PREPARED BY: Olin Brass and Winchester, Inc.

NOTICE: THE INFORMATION IN THIS MSDS SHOULD BE PROVIDED TO ALL WHO WILL USE, HANDLE, STORE, TRANSPORT, OR OTHERWISE BE EXPOSED TO THIS PRODUCT. THIS INFORMATION HAS BEEN PREPARED FOR THE GUIDANCE OF PLANT ENGINEERING, OPERATIONS AND MANAGEMENT AND FOR PERSONS WORKING WITH OR HANDLING THIS PRODUCT. OLIN BELIEVES THIS INFORMATION TO BE RELIABLE AND CURRENT AS OF THE DATE OF PUBLICATION, BUT MAKES NO WARRANTY THAT IT IS.



MATERIAL SAFETY DATA SHEET

Olin MSDS No.: 00001.0001
Revision No.: 11

Revision Date: 1/1/06
Supersedes: 7/1/05

1. PRODUCT AND COMPANY IDENTIFICATION

110 copper alloy

Product Name: COPPER ALLOY
Chemical Name: Mixture - Metal Alloy
Synonyms: Copper, UNS/CDA Alloy Nos. C10000-C15599 (except 15815)
Chemical Family: Copper
Formula: Not applicable - mixture
Product Use: Metallurgical Products

COMPANY ADDRESS
MSDS Control Group
Olin Brass and
Winchester
427 North Shamrock St.
East Alton, IL 62024-
1197
www.olinbrass.com
olinmsds@olin.com

TECHNICAL
INFORMATION:
618-258-3507

EMERGENCY TELEPHONE NUMBER:
1-888-2891-911

2. COMPOSITION/INFORMATION ON INGREDIENTS

CAS Number	Components	% By Weight	EINECS/ ELINCS	EU Classification	
				Symbol	R-Phrase
7440-50-8	Copper	99.75 - 100	231-159-6	None	None

OSHA REGULATORY STATUS: In solid form, not hazardous. Dust or fume: irritant

In solid form, this material is not hazardous. Dust and fumes are hazardous materials.

3. HAZARDS IDENTIFICATION

WARNING!

EXPOSURE TO DUST OR FUMES CAN CAUSE EYE AND RESPIRATORY TRACT IRRITATION. USE ONLY WITH ADEQUATE VENTILATION. AVOID CONTACT WITH EYES, SKIN AND CLOTHING. WASH THOROUGHLY AFTER HANDLING.

HAZARD RATINGS (for dust or fume)
Hazardous Materials Identification
System (HMIS)

Degree of hazard (0 = low, 4 = extreme)
Health: 1

Flammability: 0

Physical Hazard:
None

National Fire Protection Association Mixture. Not rated.
(NFPA)

HUMAN THRESHOLD RESPONSE DATA

Odor Threshold:

Unknown

Irritation Threshold:

Unknown

Immediately Dangerous to Life or Health
(IDLH) Value(s):

The IDLH for this product is not known. The IDLH for copper is 100 mg/m³.

Order MSDS # 502
Location Used all 9



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POTENTIAL HEALTH EFFECTS

ACUTE EFFECTS

Eye: Dust or fume can cause irritation consisting of redness, swelling, and pain. May cause conjunctivitis with repeated exposures.

Skin: Material not expected to be absorbed through the skin. Contact with dust may cause mild irritation consisting of redness and/or swelling.

Inhalation: Inhalation of high concentrations of powder, dust, or fume may cause respiratory and nasal irritation, coughing, and difficulty breathing. Inhalation of high concentrations of metallic copper dusts or fumes may cause nasal irritation and/or nausea, vomiting and stomach pain.

Ingestion: Ingestion of large amounts of dust may cause nausea, diarrhea and or stomach pain.

CHRONIC EFFECTS:

Prolonged or repeated skin contact with dust may cause more severe irritation or dermatitis. Prolonged or repeated inhalation of dust or fume may cause more severe irritation and possibly lung damage.

MEDICAL CONDITIONS AGGRAVATED BY EXPOSURE: Exposure to dust or fume may aggravate an existing dermatitis, asthma, emphysema, or other respiratory disease.

POTENTIAL ENVIRONMENTAL EFFECTS: None known. Product has not been tested for environmental properties.

4. FIRST AID MEASURES

EYE CONTACT: Immediately flush out fume and dust particles with large amounts of water for at least 15 minutes, occasionally lifting the upper and lower eyelids. If eye irritation develops, call a physician at once.

SKIN CONTACT: If exposed to dust or fumes, wash skin with plenty of water. Remove contaminated clothing and shoes and launder before reuse. If skin irritation or rash develops and persists or recurs, get medical attention.

INHALATION: If symptoms of lung irritation occur (coughing, wheezing or breathing difficulty), remove from exposure area to fresh air immediately. If breathing has stopped, perform artificial respiration. Keep affected person warm and at rest. Get medical attention.

INGESTION: Not a likely route of exposure for finished metal alloy. If dust is ingested, immediately drink water to dilute. Consult a physician if symptoms develop.

NOTE TO PHYSICIANS: There is no specific antidote to the active ingredients in this product; use symptomatic treatment.

5. FIRE FIGHTING MEASURES

PROPERTY	VALUE	PROPERTY	VALUE
Explosive	No	Flammable	No
Combustible	No	Pyrophoric	No
Flash Point (°C):	Not applicable	Burning Rate of Material:	Not applicable
Lower Explosive Limit:	Not applicable	Autoignition Temp.:	Not applicable
Upper Explosive Limit:	Not applicable	Flammability Classification: (defined by 29 CFR 1910.1200)	Not applicable

UNUSUAL FIRE AND EXPLOSION HAZARDS:

Dust may cause an ignitable and/or an explosive atmosphere.

EXTINGUISHING MEDIA:

For localized powder fires, smother with dry sand, dry dolomite, sodium chloride or soda ash. Use fire-extinguishing media appropriate to fight surrounding fire.

SPECIAL FIREFIGHTING PROCEDURES:

None required.

6. ACCIDENTAL RELEASE MEASURES

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Olin BRASS

MSDS #0001.0001

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FOR ALL TRANSPORTATION ACCIDENTS, CALL CHEMTREC AT 800-424-9300. In dust form, this product may be an explosion hazard. Remove all sources of ignition. Dust or fume may be suppressed by the use of a local exhaust system. Dispose of per guidelines under Section 13, WASTE DISPOSAL.

7. HANDLING AND STORAGE

HANDLING:

Avoid dispersion of dust in air.

STORAGE:

No special requirements.

Shelf Life Limitations: None known
Incompatible Materials for Storage: None known

Packaging:
Incompatible Materials for Storage or Transport: None known.

OTHER PRECAUTIONS:

Do not shake clothing, rags or other items to remove dust.
Dust should be removed by washing or HEPA vacuuming.

8. EXPOSURE CONTROLS/PERSONAL PROTECTION

CAS #	CHEMICAL NAME	ACGIH TLV	OSHA PEL	INTERNATIONAL OELS
7440-50-8	Copper	0.2 mg/m ³ (fume), 1 mg/m ³ (dusts and mists)	0.1 mg/m ³ (fume) 1 mg/m ³ (dusts and mists)	Austria, Belgium, Canada: 0.2 mg/m ³ (fumes), 1 mg/m ³ (dusts) Denmark: 1.0 mg/m ³ (dust and powder) Germany (MAK): 0.1 mg/m ³ (fume), 1 mg/m ³ (dusts and mists)

ENGINEERING CONTROLS:

Local exhaust ventilation is recommended if significant dusting occurs or fumes are generated. Otherwise, use general exhaust ventilation.

EYE / FACE PROTECTION:

Use safety glasses.

SKIN PROTECTION:

Wear impervious (cut-resistant) gloves and other protective clothing (aprons, coveralls) as appropriate to prevent skin contact when using this product. If generating a dust, wash thoroughly after handling, especially before eating, drinking, or smoking.

RESPIRATORY PROTECTION:

Respiratory protection not normally needed. If dusting occurs or fumes are generated above the PEL/TLV, use a NIOSH-approved half-face or full-face respirator equipped with High Efficiency Particulate (HEPA) filter cartridges.

GENERAL HYGIENE CONSIDERATIONS:

Do not eat, drink, or smoke while using this product in dust form.

9. PHYSICAL AND CHEMICAL PROPERTIES

PROPERTY	VALUE	PROPERTY	VALUE
Appearance:	Red metallic	Vapor Density (air = 1):	Not applicable
Odor:	None	Boiling Point (°F):	No data
Molecular Weight:	Not applicable - Mixture	Melting point:	L: 1080-1090°C (1976-1995°F) S: 965-1085°C (1769-1985°F)
Physical State:	Solid	Specific gravity (g/cc):	8.94
pH:	Not applicable	Bulk Density:	8.94 g/cc
Vapor Pressure (mm Hg):	Not applicable	Viscosity (cps):	Not applicable
Vapor Density:	Not applicable	Decomposition Temperature:	Not applicable
Solubility in Water (20 °C):	Negligible	Evaporation Rate:	Not Applicable
Volatiles, Percent by volume:	Not applicable	Octanol/water partition coefficient:	Unknown

10. STABILITY AND REACTIVITY

STABILITY:

Stable under normal temperatures and pressure

Olin BRASS

MSDS #0001.001

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CONDITIONS TO AVOID:

Not affected by mechanical impact or shock or by electrical discharge.

MATERIALS TO AVOID:

Acetylene, chlorine

HAZARDOUS DECOMPOSITION PRODUCTS:

When heated to decomposition, may produce metal oxides and fumes. Inhalation of high concentrations of metal fumes may cause a condition known as "metal fume fever" which is characterized by flu-like symptoms.

HAZARDOUS POLYMERIZATION:

Will not occur.

11. TOXICOLOGICAL INFORMATION

POTENTIAL EXPOSURE ROUTES: For dust: ingestion, inhalation, and eye contact. For fume: inhalation and eye contact. The finished alloy metal is not hazardous.

ACUTE ANIMAL TOXICITY DATA:

For Product:		For Components	
The toxicological properties of this product have not been thoroughly investigated.		Copper	Boron
Oral LD ₅₀	Believed to be > 5 g/kg	3.5 mg/kg (mouse, intraperitoneal)	650 mg/kg (rat)
Dermal LD ₅₀	Believed to be > 2 g/kg	375 mg/kg (rabbit, subcutaneous)	No data
Inhalation LC ₅₀	Believed to be slightly to moderately toxic	No data	No data
Irritation	Eye and respiratory irritant, sensitizer	Respiratory irritant	No data

SUBCHRONIC/ CHRONIC TOXICITY:

No information for product.

CARCINOGENICITY:

This product is not known or reported to be carcinogenic by IARC, NTP, OSHA, or EPA.

MUTAGENICITY:

This product is not known or reported to be mutagenic.

REPRODUCTIVE, TERATOGENICITY, OR DEVELOPMENTAL EFFECTS:

This product is not known or reported to cause reproductive or developmental effects. Boron in the form of boric acid has caused testicular damage and reproductive effects in laboratory animals.

NEUROLOGICAL EFFECTS:

This product is not known or reported to cause neurological effects.

INTERACTIONS WITH OTHER CHEMICALS WHICH ENHANCE TOXICITY:

None known or reported.

12. ECOLOGICAL INFORMATION

ECOTOXICITY: No data is available on this product. Individual constituents are as follows:

Copper:

The toxicity of copper to aquatic organisms varies significantly not only with the species, but also with the physical and chemical characteristics of the water, such as its temperature, hardness, turbidity and carbon dioxide content. Copper concentrations varying from 0.1 to 1.0 mg/l have been found by various investigators to be not toxic for most fish. However, concentrations of 0.015 to 3.0 mg/l have been reported as toxic, particularly in soft water to many kinds of fish, crustaceans, mollusks, insects, and plankton.

MOBILITY:

No data

PERSISTENCE/DEGRADABILITY:

No data

BIOACCUMULATION:

No data

13. DISPOSAL CONSIDERATIONS

If this product becomes a waste, it DOES NOT meet the criteria of a hazardous waste as defined under 40 CFR 261, in that it does not exhibit the characteristics of hazardous waste of Subpart C, nor is it listed as a hazardous waste under Subpart D. Care must be taken to prevent environmental



MSDS #0001.0001

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contamination from the use of this material. The user of this material has the responsibility to dispose of unused material, residues and containers in compliance with all relevant local, state and federal laws and regulations regarding treatment, storage and disposal for hazardous and non-hazardous wastes. This product may be a candidate for metal reclamation.

14. TRANSPORT INFORMATION

	U.S. DOT	RID/ADR	IMDG	IATA	IMO	Canada TDG
PROPER SHIPPING NAME:	Not regulated					
HAZARD CLASS:						
UN NO.:						
PACKING GROUP:						
LABEL:						
REPORTABLE QUANTITY:						

15. REGULATORY INFORMATION

US FEDERAL

TSCA	The components of this product are listed on the Toxic Substance Control Act inventory.				
CERCLA:	Copper, R.O. = 5000 lbs. (No reporting is required if diameter of the pieces of metal is equal to or exceeds 100 micrometers (0.004 inches)).				
SARA 313:	Copper				
SARA 313 Hazard Class:	Health: For dust or fume only	Acute - Yes, Chronic - No	Fire: None	Reactivity: None	Release of Pressure: None
SARA 302 EHS List:	None of the components of this product are listed.				

RQ = Reportable Quantity

STATE RIGHT-TO-KNOW STATUS

Component	*CA Prop. 65	New Jersey	Pennsylvania	Massachusetts	Michigan
Copper	Not listed	X	X	X	X

EUROPEAN REGULATIONS

This material in its massive solid form is not required to be labeled under EC regulations.

German WGK Classification: Not classified

CANADIAN REGULATIONS

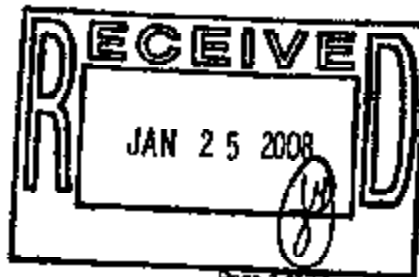
DSL LIST: The components of this product are on the DSL or are exempt from reporting under the New Substances Notification Regulations.
IDL: Copper
WHMIS: This product is considered to be a manufactured article and therefore not subject to WHMIS requirements.

15. OTHER INFORMATION

REVISIONS: Update to composition 1/1/04

PREPARED BY: Olin Brass and Winchester, Inc.

NOTICE: THE INFORMATION IN THIS MSDS SHOULD BE PROVIDED TO ALL WHO WILL USE, HANDLE, STORE, TRANSPORT, OR OTHERWISE BE EXPOSED TO THIS PRODUCT. THIS INFORMATION HAS BEEN PREPARED FOR THE GUIDANCE OF PLANT ENGINEERING, OPERATIONS AND MANAGEMENT AND FOR PERSONS WORKING WITH OR HANDLING THIS PRODUCT. OLIN BELIEVES THIS INFORMATION TO BE RELIABLE AND CURRENT AS OF THE DATE OF PUBLICATION, BUT MAKES NO WARRANTY THAT IT IS.



**MATERIAL
SAFETY DATA
SHEET**

Page 1 of 13

EMERGENCY PHONE: 1-888-2891-911

THIS MATERIAL SAFETY DATA SHEET (MSDS) KIT HAS BEEN PREPARED IN COMPLIANCE WITH THE FEDERAL OSHA HAZARD COMMUNICATION STANDARD, 29 CFR 1910.1200.

PRODUCT NAME: TIN COATED BRASS

(OLIN MSDS NO: 01375.0001)

This product consists of a base metal alloy coated with another metal. Attached are Material Safety Data Sheets (MSDS) for the following metal products:

Base Metal - >99% - Brass
Coating - <1% - Tin Alloy

THE INFORMATION IN THE ENCLOSED MSDSs SHOULD BE PROVIDED TO ALL WHO WILL USE, HANDLE, STORE, TRANSPORT, OR OTHERWISE BE EXPOSED TO THIS PRODUCT. THIS INFORMATION HAS BEEN PREPARED FOR THE GUIDANCE OF PLANT ENGINEERING, OPERATIONS AND MANAGEMENT AND FOR PERSONS WORKING WITH OR HANDLING THIS PRODUCT. OLIN BELIEVES THIS INFORMATION TO BE RELIABLE AND UP TO DATE AS OF THE DATE OF PUBLICATION, BUT MAKES NO WARRANTY THAT IT IS. ADDITIONALLY, IF AN MSDS IS MORE THAN THREE YEARS OLD, YOU SHOULD CONTACT OLIN AT THE PHONE NUMBER BELOW TO MAKE CERTAIN THAT THE MSDS IS CURRENT.

MSDS Control Group
Olin Brass and Winchester, Inc.
427 North Shamrock Street
East Alton, IL 62024-1197
Phone Number: (618) 258-3507
www.olinbrass.com
olinmsds@corp.olin.com



MATERIAL SAFETY DATA SHEET

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Olin MSDS No.: 00005.0001

Revision No.: 10

Revision Date: 1/9/08

Supersedes: 1/1/07

1. PRODUCT AND COMPANY IDENTIFICATION

Product Name: BRASS ALLOY
Chemical Name: Metal Alloy
Synonyms: Copper-Zinc Alloys, UNS/CDA Alloy Nos. C20000 - C29999
Chemical Family: Copper-Zinc
Formula: Not applicable - mixture
Product Use: Metallurgical Products

COMPANY ADDRESS	MSDS Control Group Olin Brass and Winchester 427 North Shamrock St. East Alton, IL 62024- 1197 www.olinbrass.com olinmsds@olin.com	TECHNICAL INFORMATION: 618-258-3507	EMERGENCY TELEPHONE NUMBER: 1-888-2891-911
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2. COMPOSITION/INFORMATION ON INGREDIENTS

CAS Number	Components	% By Weight	EINECS/ ELINCS ‡	EU Classification	
				Symbol	R-Phrase
7440-50-8	Copper	59 - 96	231-159-6	None	None
7440-66-6	Zinc	4 - 41	231-096-4	None	None
7439-92-1	Lead	0.03 - 0.3	231-104-6	None	None

OSHA REGULATORY STATUS: In solid form, not hazardous. Dust or fume: carcinogen, irritant, lung, blood, kidney, reproductive and developmental toxin, neurotoxin

In solid form, this material is not hazardous. Dust and fumes are hazardous materials.

3. HAZARDS IDENTIFICATION

WARNING!

EXPOSURE TO DUST OR FUMES CAN CAUSE EYE, SKIN AND RESPIRATORY TRACT IRRITATION. CONTAINS A MATERIAL WHICH MAY CAUSE BLOOD, KIDNEY, REPRODUCTIVE AND NEUROLOGICAL EFFECTS. CONTAINS A MATERIAL WHICH MAY CAUSE CANCER. USE ONLY WITH ADEQUATE VENTILATION. AVOID CONTACT WITH EYES, SKIN AND CLOTHING. WASH THOROUGHLY AFTER HANDLING.

HAZARD RATINGS (for dust or fume)
Hazardous Materials Identification
System (HMIS)

National Fire Protection Association
(NFPA)

Degree of hazard (0 = low, 4 = extreme)

Health: 2*

Flammability: 0

Physical Hazard:
None

Mixture. Not rated.

HUMAN THRESHOLD RESPONSE DATA

Odor Threshold:

Unknown

Irritation Threshold:

Unknown

Immediately Dangerous to Life or Health

The IDLH for this product is not known. The IDLH for copper and lead is 100 mg/m³.

(IDLH) Value(s):

POTENTIAL HEALTH EFFECTS

MS 000147



MATERIAL SAFETY DATA SHEET

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ACUTE EFFECTS

Eye: Dust or fume can cause irritation consisting of redness, swelling, and pain. May cause conjunctivitis with repeated exposures.

Skin: Material not expected to be absorbed through the skin. Contact with dust may cause mild irritation consisting of redness and/or swelling.

Inhalation: Harmful if inhaled. Inhalation of high concentrations of powder, dust, or fume may cause severe respiratory and nasal irritation, coughing, and difficulty breathing. Inhalation of high concentrations of metallic copper dusts or fumes may cause nasal irritation and/or nausea, vomiting and stomach pain. The metal fume may also produce influenza-like symptoms, known as metal fume fever. Symptoms of this reaction may include metallic taste, runny nose, nausea, fever and chills. These effects usually disappear within 24 hours, but may be delayed in onset.

Ingestion: Ingestion of large amounts of dust may cause nausea, diarrhea and or stomach pain.

CHRONIC EFFECTS: Prolonged or repeated skin contact with dust may cause more severe irritation or dermatitis. Prolonged or repeated inhalation of dust or fume may cause more severe irritation. Chronic exposure to lead can cause kidney damage, anemia, reproductive effects, developmental effects and permanent nervous system damage in humans including changes in cognitive function.

MEDICAL CONDITIONS AGGRAVATED BY EXPOSURE: Exposure to dust or fume may aggravate an existing dermatitis, blood condition, asthma, emphysema, or other respiratory disease.

POTENTIAL ENVIRONMENTAL EFFECTS: None known. Product has not been tested for environmental properties.

4. FIRST AID MEASURES

EYE CONTACT: Immediately flush out fume and dust particles with large amounts of water for at least 15 minutes, occasionally lifting the upper and lower eyelids. If eye irritation develops, call a physician at once.

SKIN CONTACT: If exposed to dust or fumes, wash skin with plenty of water. Remove contaminated clothing and shoes and launder before reuse. If skin irritation or rash develops and persists or recurs, get medical attention.

INHALATION: If symptoms of lung irritation occur (coughing, wheezing or breathing difficulty), remove from exposure area to fresh air immediately. If breathing has stopped, perform artificial respiration. Keep affected person warm and at rest. Get medical attention.

INGESTION: Not a likely route of exposure for finished metal alloy. If dust is ingested, immediately drink water to dilute. Consult a physician if symptoms develop.

NOTE TO PHYSICIANS: There is no specific antidote to the active ingredients in this product; use symptomatic treatment.

5. FIRE FIGHTING MEASURES

PROPERTY	VALUE	PROPERTY	VALUE
Explosive	No	Flammable	No
Combustible	No	Pyrophoric	No
Flash Point (°C):	Not applicable	Burning Rate of Material:	Not applicable
Lower Explosive Limit:	Not applicable	Autoignition Temp.:	Not applicable
Upper Explosive Limit:	Not applicable	Flammability Classification: (defined by 29 CFR 1910.1200)	Not applicable

UNUSUAL FIRE AND EXPLOSION HAZARDS: Dust may cause an ignitable and/or an explosive atmosphere.

EXTINGUISHING MEDIA: For localized powder fires, smother with dry sand, dry dolomite, sodium chloride or soda ash. Use fire-extinguishing media appropriate to fight surrounding fire.



MATERIAL SAFETY DATA SHEET

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SPECIAL FIREFIGHTING PROCEDURES: None required.

6. ACCIDENTAL RELEASE MEASURES

FOR ALL TRANSPORTATION ACCIDENTS, CALL CHEMTREC AT 800-424-9300. In dust form, this product may be an explosion hazard. Remove all sources of ignition. Dust or fume may be suppressed by the use of a local exhaust system. Dispose of per guidelines under Section 13, WASTE DISPOSAL.

7. HANDLING AND STORAGE

HANDLING: Avoid dispersion of dust in air.
STORAGE: No special requirements.
Shelf Life Limitations: None known.
Incompatible Materials for Packaging: None known.
Incompatible Materials for Storage or Transport: None known.
OTHER PRECAUTIONS: Do not shake clothing, rags or other items to remove dust. Dust should be removed by washing or HEPA vacuuming.

8. EXPOSURE CONTROLS/PERSONAL PROTECTION

CAS #	CHEMICAL NAME	ACGIH TLV	OSHA PEL	INTERNATIONAL OELS
7440-50-8	Copper	0.2 mg/m ³ (fume), 1 mg/m ³ (dusts and mists)	0.1 mg/m ³ (fume) 1 mg/m ³ (dusts and mists)	Austria, Belgium, Canada: 0.2 mg/m ³ (fumes), 1 mg/m ³ (dusts) Denmark: 1.0 mg/m ³ (dust and powder) Germany (MAK): 0.1 mg/m ³ (fume), 1 mg/m ³ (dusts and mists)
7440-66-6	Zinc	None established	None established	None established
7439-92-1	Lead	0.05 mg/m ³	0.05 mg/m ³	Austria, Denmark, Germany, Sweden, Switzerland: 0.1 mg/m ³ Norway, Poland: 0.05 mg/m ³

If this product is heated and fumes are generated, zinc oxide fumes could be formed. The ACGIH TLV and OSHA PEL for zinc oxide fume is 5 mg/m³.

ENGINEERING CONTROLS: Local exhaust ventilation is recommended if significant dusting occurs or fumes are generated. Otherwise, use general exhaust ventilation.
EYE / FACE PROTECTION: Use safety glasses.
SKIN PROTECTION: Wear impervious (cut-resistant) gloves and other protective clothing (aprons, coveralls) as appropriate to prevent skin contact when using this product. If generating a dust, wash thoroughly after handling, especially before eating, drinking, or smoking.
RESPIRATORY PROTECTION: Respiratory protection not normally needed. If dusting occurs or fumes are generated above the PEL/TLV, use a NIOSH-approved half-face or full-face respirator equipped with High Efficiency Particulate (HEPA) filter cartridges.
GENERAL HYGIENE CONSIDERATIONS: Do not eat, drink, or smoke while using this product in dust form.

9. PHYSICAL AND CHEMICAL PROPERTIES

PROPERTY	VALUE	PROPERTY	VALUE
Appearance:	Red/gold metallic	Vapor Density (air = 1):	Not applicable
Odor:	None	Boiling Point (°F):	No data



MATERIAL SAFETY DATA SHEET

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PROPERTY	VALUE	PROPERTY	VALUE
Molecular Weight:	Not applicable - Mixture	Melting point:	L: 930 - 1065°C (1710-1950°F) S: 905-1050°C (1650-1920°F)
Physical State:	Solid	Specific gravity (g/cc):	8.66
pH:	Not applicable	Bulk Density	8.66 g/cc
Vapor Pressure (mm Hg):	Not applicable	Viscosity (cps):	Not applicable
Vapor Density	Not applicable	Decomposition Temperature:	Not applicable
Solubility in Water (20 °C):	Negligible	Evaporation Rate:	Not Applicable
Volatiles, Percent by volume:	Not applicable	Octanol/water partition coefficient:	Unknown

10. STABILITY AND REACTIVITY

STABILITY: Stable under normal temperatures and pressure.
CONDITIONS TO AVOID: Not affected by mechanical impact or shock or by electrical discharge.
MATERIALS TO AVOID: Acetylene, chlorine
HAZARDOUS DECOMPOSITION PRODUCTS: When heated to decomposition, may produce metal oxides and fumes. Inhalation of high concentrations of metal fumes may cause a condition known as "metal fume fever" which is characterized by flu-like symptoms.
HAZARDOUS POLYMERIZATION: Will not occur.

11. TOXICOLOGICAL INFORMATION

POTENTIAL EXPOSURE ROUTES: For dust: ingestion, inhalation, and eye contact. For fume: inhalation and eye contact. The finished alloy metal is not hazardous.

ACUTE ANIMAL TOXICITY DATA:

For Product: (dust or fume):		For Components		
		Copper	Lead	Zinc
Oral LD ₅₀	Believed to be moderately toxic	3.5 mg/kg (mouse, intraperitoneal)	No data	No data
Dermal LD ₅₀	Believed to be > 2 g/kg	375 mg/kg (rabbit, subcutaneous)	No data	No data
Inhalation LC ₅₀	Believed to be slightly to moderately toxic	No data	No data	No data
Irritation	Believed to be an eye and respiratory irritant	Respiratory irritant	Not irritating	Eye irritant

SUBCHRONIC/ CHRONIC TOXICITY: No information for product. Lead has caused blood, kidney and nervous system damage in laboratory animals.
CARCINOGENICITY: This product is not known or reported to be carcinogenic. The International Agency for Research on Cancer (IARC) lists lead as possibly carcinogenic to humans, group 2B.
MUTAGENICITY: This product is not known or reported to be mutagenic. Lead has been shown to be mutagenic in several *in vitro* assays.
REPRODUCTIVE, TERATOGENICITY, OR DEVELOPMENTAL EFFECTS: This product is not known or reported to cause reproductive or developmental effects. Lead has been shown to affect fetal development including birth defects and reduce male reproductive function in laboratory animals.



MATERIAL SAFETY DATA SHEET

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NEUROLOGICAL EFFECTS:

This product is not known or reported to cause neurological effects. Lead has caused peripheral and central nervous system damage and behavioral effects in laboratory animals.

INTERACTIONS WITH OTHER CHEMICALS WHICH ENHANCE TOXICITY:

None known or reported.

12. ECOLOGICAL INFORMATION

ECOTOXICITY: No data is available on this product. Individual constituents are as follows:

Copper:

The toxicity of copper to aquatic organisms varies significantly not only with the species, but also with the physical and chemical characteristics of the water, such as its temperature, hardness, turbidity and carbon dioxide content. Copper concentrations varying from 0.1 to 1.0 mg/l have been found by various investigators to be not toxic for most fish. However, concentrations of 0.015 to 3.0 mg/l have been reported as toxic, particularly in soft water to many kinds of fish, crustaceans, mollusks, insects, and plankton.

Lead:

LC₅₀ (48 hrs.) to bluegill (*Lepomis macrochirus*) is reported to be 2-5 mg/l. Lead is toxic to waterfowl.

MOBILITY:

Dissolved lead may migrate through soil.

PERSISTANCE/DEGRADABILITY:

Lead may persist and accumulate in the environment.

BIOACCUMULATION:

No data

13. DISPOSAL CONSIDERATIONS

If this product becomes a waste, it DOES NOT meet the criteria of a hazardous waste as defined under 40 CFR 261, in that it does not exhibit the characteristics of hazardous waste of Subpart C, nor is it listed as a hazardous waste under Subpart D. Care must be taken to prevent environmental contamination from the use of this material. The user of this material has the responsibility to dispose of unused material, residues and containers in compliance with all relevant local, state and federal laws and regulations regarding treatment, storage and disposal for hazardous and non-hazardous wastes. This product may be a candidate for metal reclamation.

14. TRANSPORT INFORMATION

	U.S. DOT	RID/ADR	IMDG	IATA	IMO	Canada TDG
PROPER SHIPPING NAME:	Not regulated					
HAZARD CLASS:						
UN NO.:						
PACKING GROUP:						
LABEL:						
REPORTABLE QUANTITY:						

15. REGULATORY INFORMATION

US FEDERAL

TSCA	The components of this product are listed on the Toxic Substance Control Act inventory.				
CERCLA:	Zinc, R.Q. = 1000 lbs.; Copper, R.Q. = 5000 lbs.; Lead, R.Q. = 10 lbs. No reporting is required if diameter of the pieces of metal is equal to or exceeds 100 micrometers (0.004 inches).				
SARA 313:	Copper, Zinc (fume or dust), Lead				
SARA 313 Hazard Class:	Health: For dust or fume only	Acute - Yes, Chronic - Yes	Fire: None	Reactivity: None	Release of Pressure: None
SARA 302 EHS List:	None of the components of this product are listed.				



**MATERIAL
SAFETY DATA
SHEET**

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RQ = Reportable Quantity

STATE RIGHT-TO-KNOW STATUS

Component	*CA Prop. 65	New Jersey	Pennsylvania	Massachusetts	Michigan
Copper	Not listed	X	X	X	X
Zinc	Not listed	X	Not listed	X	X
Lead	X	X	X	X	X

**WARNING: This product contains detectable amounts of a chemical(s) known to the State of California to cause cancer and/or birth defects or other reproductive harm."

EUROPEAN REGULATIONS

Because this may material contain lead at > 0.2%, this material is classified as Xn, Harmful. However, this material in its massive solid form is not required to be labeled under EC regulations.

German WGK Classification: Unknown

CANADIAN REGULATIONS

DSL LIST: The components of this product are on the DSL or are exempt from reporting under the New Substances Notification Regulations.

IDL: Copper, Lead

WHMIS: This product is considered to be a manufactured article and therefore not subject to WHMIS requirements.

16. OTHER INFORMATION

PREPARED BY: Olin Brass and Winchester, Inc.

NOTICE: THE INFORMATION IN THIS MSDS SHOULD BE PROVIDED TO ALL WHO WILL USE, HANDLE, STORE, TRANSPORT, OR OTHERWISE BE EXPOSED TO THIS PRODUCT. THIS INFORMATION HAS BEEN PREPARED FOR THE GUIDANCE OF PLANT ENGINEERING, OPERATIONS AND MANAGEMENT AND FOR PERSONS WORKING WITH OR HANDLING THIS PRODUCT. OLIN BELIEVES THIS INFORMATION TO BE RELIABLE AND CURRENT AS OF THE DATE OF PUBLICATION, BUT MAKES NO WARRANTY THAT IT IS.



Technical Materials, Inc.

**5 Wellington Road
Lincoln, Rhode Island 02865**

ISO 9001:2000 Registered

Certificate of Conformance to Customer Specifications *

Sold to: Metal Stamp Inc

**24219 Northern Illinois Drive
Channahon, IL 60410**

TM# Order No.

33421

Report No.

93326

Customer PO No.

0026363

Report Date

01/17/2008

General Product Description

TMI Part No.

29918

Customer Part No.

Customer Specifications

06-825757 Rev. -

Beas Meta!

C51000 0.016" +/- 0.0005" X 4.000" +/- 0.003"

Tender

3/4 Hard

Overall Dimensions

0.010 ± 0.001" X 0.740 - 0.750"

TIN PLATED 5108 UNTIL

ElectroPlating

95Sn/5Pb 150 - 300 Microin.

Solder (PrintOn)

None

X

Solder (Reflow)

None

✕

Chemical Composition

NOTE: TMI does not perform chemical analysis. We do verify that the chemical analysis performed and reported to us by our suppliers is in compliance with applicable ASTM or other standards.

[illegible]

Metallurgical Testing

Note: Rounding of test values, as per ASTM Standard E 29, may be done to determine conformance to specification.

Test Specifications		Test Results
UTS, Kpsi	68 - 80	69.8 - 69.6
Yield (0.2% offset), Kpsi	-	-
Elongation	-	-
Hardness	-	-
Grain Size, mm	-	-
Plating Adhesion Pass / Fail		PASS
Avg SnPb Min Plating Thickness by XRF:		0.000121"
Avg SnPb Max Plating Thickness by XRF:		0.000300"
Cu Flash:		FLASH

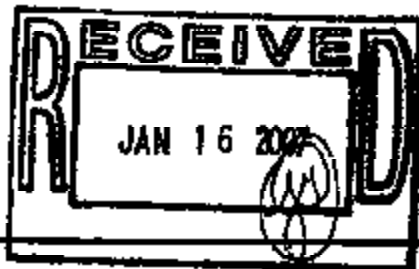
MS 000153

Ship Quantity 1,378

Quantity UOM Pounds

The person described in and who executed the above instrument, being duly sworn, did depose and say that the values reported therein are true and correct to the best of their knowledge and belief. My commission expires 8/13/2008.

* Technical Materials, Inc. certifies that the product herein meets all requirements of the purchase order



Olin MSDS No.: 00005.0001
Revision No.: 9

Revision Date: 1/1/07
Supersedes: 1/1/06

1. PRODUCT AND COMPANY IDENTIFICATION

260 BRASS
210 BRASS

Product Name: BRASS ALLOY
Chemical Name: Metal Alloy
Synonyms: Copper-Zinc Alloys, UNS/CDA Alloy Nos. C20000 - C29999
Chemical Family: Copper-Zinc
Formula: Not applicable - mixture
Product Use: Metallurgical Products

COMPANY ADDRESS: MSDS Control Group
Olin Brass and
Winchester
427 North Shamrock St.
East Alton, IL 62024-1197
www.olinbrass.com
olinmsds@olin.com

TECHNICAL
INFORMATION:
618-258-3507

EMERGENCY TELEPHONE NUMBER:
1-888-2891-911

2. COMPOSITION/INFORMATION ON INGREDIENTS

CAS Number	Components	% By Weight	HINECS/ ELINCS #	EU Classification	
				Symbol	R-Phrase
7440-50-8	Copper	59 - 96	231-159-6	None	None
7440-66-6	Zinc	4 - 41	231-096-4	None	None
7439-92-1	Lead	0.03 - 0.3	231-104-6	None	None

OSHA REGULATORY STATUS: In solid form, not hazardous. Dust or fume: carcinogen, irritant, lung, blood, kidney, reproductive and developmental toxin, neurotoxin

In solid form, this material is not hazardous. Dust and fumes are hazardous materials.

3. HAZARDS IDENTIFICATION

WARNING:
EXPOSURE TO DUST OR FUMES CAN CAUSE EYE, SKIN AND RESPIRATORY TRACT IRRITATION. CONTAINS A MATERIAL WHICH MAY CAUSE BLOOD, KIDNEY, REPRODUCTIVE AND NEUROLOGICAL EFFECTS. CONTAINS A MATERIAL WHICH MAY CAUSE CANCER. USE ONLY WITH ADEQUATE VENTILATION. AVOID CONTACT WITH EYES, SKIN AND CLOTHING. WASH THOROUGHLY AFTER HANDLING.

HAZARD RATINGS (for dust or fume) Degree of hazard (0 = low, 4 = extreme)
Hazardous Materials Identification Health: 2* Flammability: 0 Physical Hazard:
System (HMIS) None
National Fire Protection Association Mixture. Not rated.
(NFPA)

HUMAN THRESHOLD RESPONSE DATA

Odor Threshold: Unknown
Irritation Threshold: Unknown
Immediately Dangerous to Life or Health The IDLH for this product is not known. The IDLH (IDLH) Value(s): for copper and lead is 100 mg/m³.

POTENTIAL HEALTH EFFECTS



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ACUTE EFFECTS

Eye: Dust or fume can cause irritation consisting of redness, swelling, and pain. May cause conjunctivitis with repeated exposures.

Skin: Material not expected to be absorbed through the skin. Contact with dust may cause mild irritation consisting of redness and/or swelling.

Inhalation: Harmful if inhaled. Inhalation of high concentrations of powder, dust, or fume may cause severe respiratory and nasal irritation, coughing, and difficulty breathing. Inhalation of high concentrations of metallic copper dusts or fumes may cause nasal irritation and/or nausea, vomiting and stomach pain. The metal fume may also produce influenza-like symptoms, known as metal fume fever. Symptoms of this reaction may include metallic taste, runny nose, nausea, fever and chills. These effects usually disappear within 24 hours, but may be delayed in onset.

Ingestion: Ingestion of large amounts of dust may cause nausea, diarrhea and or stomach pain.

CHRONIC EFFECTS: Prolonged or repeated skin contact with dust may cause more severe irritation or dermatitis. Prolonged or repeated inhalation of dust or fume may cause more severe irritation. Chronic exposure to lead can cause kidney damage, anemia, reproductive effects, developmental effects and permanent nervous system damage in humans including changes in cognitive function.

MEDICAL CONDITIONS AGGRAVATED BY EXPOSURE: Exposure to dust or fume may aggravate an existing dermatitis, blood condition, asthma, emphysema, or other respiratory disease.

POTENTIAL ENVIRONMENTAL EFFECTS: None known. Product has not been tested for environmental properties.

4. FIRST AID MEASURES

EYE CONTACT: Immediately flush out fume and dust particles with large amounts of water for at least 15 minutes, occasionally lifting the upper and lower eyelids. If eye irritation develops, call a physician at once.

SKIN CONTACT: If exposed to dust or fumes, wash skin with plenty of water. Remove contaminated clothing and shoes and launder before reuse. If skin irritation or rash develops and persists or recurs, get medical attention.

INHALATION: If symptoms of lung irritation occur (coughing, wheezing or breathing difficulty), remove from exposure area to fresh air immediately. If breathing has stopped, perform artificial respiration. Keep affected person warm and at rest. Get medical attention.

INGESTION: Not a likely route of exposure for finished metal alloy. If dust is ingested, immediately drink water to dilute. Consult a physician if symptoms develop.

NOTE TO PHYSICIANS: There is no specific antidote to the active ingredients in this product; use symptomatic treatment.

5. FIRE FIGHTING MEASURES

PROPERTY	VALUE	PROPERTY	VALUE
Explosive	No	Flammable	No
Combustible	No	Pyrophoric	No
Flash Point (°C):	Not applicable	Burning Rate of Material:	Not applicable
Lower Explosive Limit:	Not applicable	Autoignition Temp.:	Not applicable
Upper Explosive Limit:	Not applicable	Flammability Classification: (defined by 29 CFR 1910.1200)	Not applicable

UNUSUAL FIRE AND EXPLOSION HAZARDS: Dust may cause an ignitable and/or an explosive atmosphere.

EXTINGUISHING MEDIA: For localized powder fires, smother with dry sand, dry dolomite, sodium chloride or soda ash. Use fire-extinguishing media appropriate to fight surrounding fire.

SPECIAL FIREFIGHTING PROCEDURES: None required.



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6. ACCIDENTAL RELEASE MEASURES

FOR ALL TRANSPORTATION ACCIDENTS, CALL CHEMTREC AT 800-424-9300. In dust form, this product may be an explosion hazard. Remove all sources of ignition. Dust or fume may be suppressed by the use of a local exhaust system. Dispose of per guidelines under Section 13, WASTE DISPOSAL.

7. HANDLING AND STORAGE

HANDLING:

Avoid dispersion of dust in air.

STORAGE:

No special requirements.

Shelf Life Limitations: None known.

Incompatible Materials For Packaging: None known.

Repackaging:

Incompatible Materials for Storage: None known.

or Transport:

OTHER PRECAUTIONS:

Do not shake clothing, rags or other items to remove dust. Dust should be removed by washing or HEPA vacuuming.

8. EXPOSURE CONTROLS/PERSONAL PROTECTION

CAS #	CHEMICAL NAME	ACGIH TLV	OSHA PEL	INTERNATIONAL CELS
7440-50-8	Copper	0.2 mg/m ³ (fume), 1 mg/m ³ (dusts and mists)	0.1mg/m ³ (fume) 1 mg/m ³ (dusts and mists)	Austria, Belgium, Canada: 0.2 mg/m ³ (fumes), 1 mg/m ³ (dusts) Denmark: 1.0 mg/m ³ (dust and powder) Germany (MAK): 0.1 mg/m ³ (fume), 1 mg/m ³ (dusts and mists)
7440-66-6	Zinc	None established	None established	None established
7439-92-1	Lead	0.05 mg/m ³	0.05 mg/m ³	Austria, Denmark, Germany, Sweden, Switzerland: 0.1 mg/m ³ Norway, Poland: 0.05 mg/m ³

If this product is heated and fumes are generated, zinc oxide fumes could be formed. The ACGIH TLV and OSHA PEL for zinc oxide fume is 5 mg/m³.

ENGINEERING CONTROLS:

Local exhaust ventilation is recommended if significant dusting occurs or fumes are generated. Otherwise, use general exhaust ventilation.

EYE / FACE PROTECTION:

Use safety glasses.

SKIN PROTECTION:

Wear impervious (cut-resistant) gloves and other protective clothing (aprons, coveralls) as appropriate to prevent skin contact when using this product. If generating a dust, wash thoroughly after handling, especially before eating, drinking, or smoking.

RESPIRATORY PROTECTION:

Respiratory protection not normally needed. If dusting occurs or fumes are generated above the PEL/TLV, use a NIOSH-approved half-face or full-face respirator equipped with High Efficiency Particulate (HEPA) filter cartridges.

GENERAL HYGIENE CONSIDERATIONS:

Do not eat, drink, or smoke while using this product in dust form.

9. PHYSICAL AND CHEMICAL PROPERTIES

PROPERTY	VALUE	PROPERTY	VALUE
Appearance:	Red/gold metallic	Vapor Density (air = 1):	Not applicable
Odor:	None	Boiling Point (°F):	No data
Molecular Weight:	Not applicable - Mixture	Melting point:	1: 930 - 1065°C (1710-1950°F) 5: 905-1050°C (1650-1920°F)
Physical State:	Solid	Specific gravity (g/cc):	8.66
pH:	Not applicable	Bulk Density:	8.66 g/cc
Vapor Pressure (mm Hg):	Not applicable	Viscosity (cps):	Not applicable



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PROPERTY	VALUE	PROPERTY	VALUE
Vapor Density	Not applicable	Decomposition Temperature:	Not applicable
Solubility in Water (20 °C):	Negligible	Evaporation Rate:	Not Applicable
Volatiles, Percent by volume:	Not applicable	Octanol/water partition coefficient:	Unknown

10. STABILITY AND REACTIVITY

STABILITY:

Stable under normal temperatures and pressure.

CONDITIONS TO AVOID:

Not affected by mechanical impact or shock or by electrical discharge.

MATERIALS TO AVOID:

Acetylene, chlorine

HAZARDOUS DECOMPOSITION

When heated to decomposition, may produce metal oxides and fumes. Inhalation of high concentrations of metal fumes may cause a condition known as "metal fume fever" which is characterized by flu-like symptoms.

PRODUCTS:

HAZARDOUS POLYMERIZATION:

Will not occur.

11. TOXICOLOGICAL INFORMATION

POTENTIAL EXPOSURE ROUTES: For dust: ingestion, inhalation, and eye contact. For fume: inhalation and eye contact. The finished alloy metal is not hazardous.

ACUTE ANIMAL TOXICITY DATA:

For Product: (dust or fume):		For Components		
		Copper	Lead	Zinc
Oral LD ₅₀	Believed to be moderately toxic	3.5 mg/kg (mouse, intraperitoneal)	No data	No data
Dermal LD ₅₀	Believed to be > 2 g/kg	375 mg/kg (rabbit, subcutaneous)	No data	No data
Inhalation LC ₅₀	Believed to be slightly to moderately toxic	No data	No data	No data
Irritation	Believed to be an eye and respiratory irritant	Respiratory irritant	Not irritating	Eye irritant

SUBCHRONIC/ CHRONIC TOXICITY:

No information for product. Lead has caused blood, kidney and nervous system damage in laboratory animals.

CARCINOGENICITY:

This product is not known or reported to be carcinogenic. The International Agency for Research on Cancer (IARC) lists lead as possibly carcinogenic to humans, group 2B.

MUTAGENICITY:

This product is not known or reported to be mutagenic. Lead has been shown to be mutagenic in several in vitro assays.

REPRODUCTIVE, TERATOGENICITY, OR DEVELOPMENTAL EFFECTS:

This product is not known or reported to cause reproductive or developmental effects. Lead has been shown to affect fetal development including birth defects and reduce male reproductive function in laboratory animals.

NEUROLOGICAL EFFECTS:

This product is not known or reported to cause neurological effects. Lead has caused peripheral and central nervous system damage and behavioral effects in laboratory animals.

INTERACTIONS WITH OTHER CHEMICALS WHICH ENHANCE TOXICITY:

None known or reported.



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12. ECOLOGICAL INFORMATION**ECOTOXICITY:** No data is available on this product. Individual constituents are as follows:

Copper: The toxicity of copper to aquatic organisms varies significantly not only with the species, but also with the physical and chemical characteristics of the water, such as its temperature, hardness, turbidity and carbon dioxide content. Copper concentrations varying from 0.1 to 1.0 mg/l have been found by various investigators to be not toxic for most fish. However, concentrations of 0.015 to 3.0 mg/l have been reported as toxic, particularly in soft water to many kinds of fish, crustaceans, mollusks, insects, and plankton.

Lead: LC₅₀ (48 hrs.) to bluegill (*Lepomis macrochirus*) is reported to be 2-5 mg/l. Lead is toxic to waterfowl.

MOBILITY: Dissolved lead may migrate through soil.

PERSISTENCE/DEGRADABILITY: Lead may persist and accumulate in the environment.

BIOACCUMULATION: No data

13. DISPOSAL CONSIDERATIONS

If this product becomes a waste, it DOES NOT meet the criteria of a hazardous waste as defined under 40 CFR 261, in that it does not exhibit the characteristics of hazardous waste of Subpart C, nor is it listed as a hazardous waste under Subpart D. Care must be taken to prevent environmental contamination from the use of this material. The user of this material has the responsibility to dispose of unused material, residues and containers in compliance with all relevant local, state and federal laws and regulations regarding treatment, storage and disposal for hazardous and non-hazardous wastes. This product may be a candidate for metal reclamation.

14. TRANSPORT INFORMATION

	U.S. DOT	AID/ADR	IMDG	IATA	IMO	Canada TDG
PROPER SHIPPING NAME:	Not regulated					
HAZARD CLASS:						
UN NO.:						
PACKING GROUP:						
LABEL:						
REPORTABLE QUANTITY:						

15. REGULATORY INFORMATION**US FEDERAL**

TSCA	The components of this product are listed on the Toxic Substance Control Act inventory.				
CERCLA:	Zinc, R.Q. = 1000 lbs.; Copper, R.Q. = 5000 lbs.; Lead, R.Q. = 10 lbs. No reporting is required if diameter of the pieces of metal is equal to or exceeds 100 micrometers (0.004 inches).				
SARA 313:	Copper, Zinc (fume or dust), Lead				
SARA 313 Hazard Class:	<u>Health:</u> For dust or fume only	<u>Acute:</u> Yes, Chronic - Yes	<u>Fire:</u> None	<u>Reactivity:</u> None	<u>Release of Pressure:</u> None
SARA 302 EHS List:	None of the components of this product are listed.				

RQ = Reportable Quantity

STATE RIGHT-TO-KNOW STATUS

Component	*CA Prop. 65	New Jersey	Pennsylvania	Massachusetts	Michigan
Copper	Not listed	X	X	X	X
Zinc	Not listed	X	Not listed	X	X
Lead	X	X	X	X	X

*WARNING: This product contains detectable amounts of a chemical(s) known to the State of California to cause cancer and/or birth defects or other reproductive harm."



MSDS #00005.0001

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EUROPEAN REGULATIONS

Because this may material contain lead at > 0.2%, this material is classified as Xn, Harmful. However, this material in its massive solid form is not required to be labeled under EC regulations.

German WGK Classification: Unknown

CANADIAN REGULATIONS

DSL LIST: The components of this product are on the DSL or are exempt from reporting under the New Substances Notification Regulations.

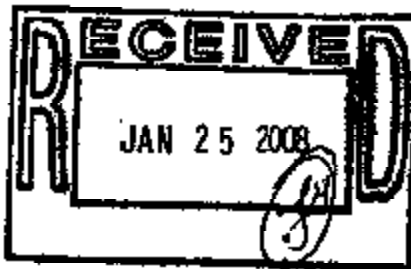
IDL: Copper, Lead

WHMIS: This product is considered to be a manufactured article and therefore not subject to WHMIS requirements.

16. OTHER INFORMATION

PREPARED BY: Olin Brass and Winchester, Inc.

NOTICE: THE INFORMATION IN THIS MSDS SHOULD BE PROVIDED TO ALL WHO WILL USE, HANDLE, STORE, TRANSPORT, OR OTHERWISE BE EXPOSED TO THIS PRODUCT. THIS INFORMATION HAS BEEN PREPARED FOR THE GUIDANCE OF PLANT ENGINEERING, OPERATIONS AND MANAGEMENT AND FOR PERSONS WORKING WITH OR HANDLING THIS PRODUCT. OLIN BELIEVES THIS INFORMATION TO BE RELIABLE AND CURRENT AS OF THE DATE OF PUBLICATION, BUT MAKES NO WARRANTY THAT IT IS.



MATERIAL SAFETY DATA SHEET

Page 1 of 7

Olin MSDS No.: 00015.0001
Revision No.: 11

Revision Date: 1/9/08
Supersedes: 1/1/07

1. PRODUCT AND COMPANY IDENTIFICATION

7025 MATERIAL

Product Name: COPPER NICKEL ALLOY
Chemical Name: Metal Alloy
Synonyms: Cupro Nickels; UNS/CDA Alloy Nos. C70000 - C72999; B61/Y97; B62/Y99
Chemical Family: Copper
Formula: Not applicable - mixture
Product Use: Metallurgical Products

COMPANY ADDRESS
MSDS Control Group
Olin Brass and
Winchester
427 North Shamrock St.
East Alton, IL 62024-
1197
www.olinbrass.com
olinmsds@olin.com

TECHNICAL
INFORMATION:
618-258-3507

EMERGENCY TELEPHONE NUMBER:
1-888-2891-911

2. COMPOSITION/INFORMATION ON INGREDIENTS

CAS Number	Components	% By Weight	EINECS/ ELINCS #	EU Classification	
				Symbol	R-Phrase
7440-50-8	Copper	54 - 99	231-159-6	None	None
7440-21-3	Silicon	0 - 1.2	231-130-8	None	None
7439-96-5	Manganese	0 - 5.5	231-105-1	None	None
7439-89-6	Iron	0 - 2.3	231-096-4	None	None
7440-02-0	Nickel	1.0 - 46.0	231-111-4	Xn	R 40-43
7440-31-5	Tin	0 - 8.5	231-141-8	None	None
7440-66-6	Zinc	0 - 2.0	231-175-3	F (as dust or powder)	R 15-17
7429-90-5	Aluminum	0 - 2.0	231-072-3	None	None
7440-41-7	Beryllium	0 - 0.7	231-150-7	T+	R 49-25-26- 36/37/38-43- 48/23-51/53

OSHA REGULATORY STATUS: In solid form, not hazardous. Dust or fume: carcinogen, irritant, lung and respiratory system toxin, neurotoxin, sensitizer

In solid form, this material is not hazardous. Dust and fumes are hazardous materials.

3. HAZARDS IDENTIFICATION

WARNING!

EXPOSURE TO DUST OR FUMES CAN CAUSE EYE, SKIN AND RESPIRATORY TRACT IRRITATION. EXPOSURE TO DUST OR FUMES CAN CAUSE RESPIRATORY SYSTEM DAMAGE. CONTAINS A MATERIAL WHICH MAY CAUSE NERVOUS SYSTEM EFFECTS. MAY CAUSE AN ALLERGIC SKIN AND/OR RESPIRATORY REACTION. CONTAINS MATERIALS WHICH MAY CAUSE CANCER. USE ONLY WITH ADEQUATE VENTILATION. AVOID CONTACT WITH EYES, SKIN AND CLOTHING. WASH THOROUGHLY AFTER HANDLING.

HAZARD RATINGS (for dust or fume)
Hazardous Materials Identification
System (HMIS)

Degree of hazard (0 = low, 4 = extreme)

Health: 2*

Flammability: 0

Physical Hazard:
None

National Fire Protection Association
(NFPA)

Mixture. Not rated.

BRASS

MSDS #0015 0001

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HUMAN THRESHOLD RESPONSE DATA

Odor Threshold:

Unknown

Irritation Threshold:

Unknown

Immediately Dangerous to Life or Health (IDLH) Value(s):

The IDLH for this product is not known. The IDLH for nickel is 10 mg/m³. The IDLH for copper and tin is 100 mg/m³. The IDLH for manganese is 500 mg/m³. The IDLH for beryllium is 4 mg/m³.

POTENTIAL HEALTH EFFECTS

ACUTE EFFECTS

Eye: Dust or fume can cause irritation consisting of redness, swelling, and pain. May cause conjunctivitis with repeated exposures.

Skin: Material not expected to be absorbed through the skin. Contact with dust may cause mild irritation consisting of redness and/or swelling.

Inhalation: Harmful if inhaled. Inhalation of high concentrations of powder, dust, or fume may cause respiratory and nasal irritation, coughing, and difficulty breathing. Inhalation of high concentrations of metallic copper dusts or fumes may cause nasal irritation and/or nausea, vomiting and stomach pain. Inhalation of high concentrations of beryllium dust can cause a condition known as berylliosis which is a form of chemically induced pneumonia causing fever, chest pain, coughing, fatigue, bloody sputum, wheezing and difficulty breathing. These symptoms may be delayed and not appear for up to 2 weeks after an acute high exposure.

Ingestion: Ingestion of large amounts of dust may cause nausea, vomiting, constipation, cramps, and or stomach pain.

CHRONIC EFFECTS:

Prolonged or repeated skin contact with dust may cause more severe irritation or dermatitis. Prolonged or repeated inhalation of dust or fume may cause more severe irritation and possibly lung damage. Repeated exposure may cause an allergic skin reaction consisting of itching, redness, swelling, and rash or urticaria (hives) in sensitized individuals. Chronic exposure to very high concentrations of manganese dust has caused nervous system effects including muscle weakness, tremors, and behavioral changes. Epidemiological studies in humans have shown an association between lung and nasal cancers and prolonged occupational exposures to high concentrations of nickel. Prolonged, repeated exposures to beryllium can cause a chronic lung disease characterized by coughing, wheezing and reduced capacity of the lungs which can lead to heart failure.

MEDICAL CONDITIONS AGGRAVATED BY EXPOSURE: : Exposure to dust or fume may aggravate an existing dermatitis or neurological condition, asthma, emphysema, or other respiratory disease.

POTENTIAL ENVIRONMENTAL EFFECTS: None known. Product has not been tested for environmental properties.

4. FIRST AID MEASURES

EYE CONTACT: Immediately flush out fume and dust particles with large amounts of water for at least 15 minutes, occasionally lifting the upper and lower eyelids. If eye irritation develops, call a physician at once.

SKIN CONTACT: If exposed to dust or fumes, wash skin with plenty of water. Remove contaminated clothing and shoes and launder before reuse. If skin irritation or rash develops and persists or recurs, get medical attention.

INHALATION: If symptoms of lung irritation occur (coughing, wheezing or breathing difficulty), remove from exposure area to fresh air immediately. If breathing has stopped, perform artificial respiration. Keep affected person warm and at rest. Get medical attention.

INGESTION: Not a likely route of exposure for finished metal alloy. If dust is ingested, immediately drink water to dilute. Consult a physician if symptoms develop.

NOTE TO PHYSICIANS: There is no specific antidote to the active ingredients in this product; use symptomatic treatment.

5. FIRE FIGHTING MEASURES

PROPERTY	VALUE	PROPERTY	VALUE
Explosive	No	Flammable	No
Combustible	No	Pyrophoric	No
Flash Point (°C):	Not	Burning Rate of Material:	Not applicable

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OLIN **BRASS**

MSDS #0015 0001

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Lower Explosive Limit: applicable
Upper Explosive Limit: applicable

Autoignition Temp.: Not applicable
Flammability Classification: (defined by 29 CFR 1910.1200) Not applicable

UNUSUAL FIRE AND EXPLOSION HAZARDS: **EXTINGUISHING MEDIA:**

Dust may cause an ignitable and/or an explosive atmosphere. For localized powder fires, smother with dry sand, dry dolomite, sodium chloride or soda ash. Use fire-extinguishing media appropriate to fight surrounding fire. None required.

SPECIAL FIREFIGHTING PROCEDURES:

6. ACCIDENTAL RELEASE MEASURES

FOR ALL TRANSPORTATION ACCIDENTS, CALL CHEMTREC AT 800-424-9300. In dust form, this product may be an explosion hazard. Remove all sources of ignition. Dust or fume may be suppressed by the use of a local exhaust system. Dispose of per guidelines under Section 13, WASTE DISPOSAL.

7. HANDLING AND STORAGE

HANDLING: **STORAGE:**

Avoid dispersion of dust in air.
No special requirements.

Shelf Life Limitations: None known.
Incompatible Materials for Packaging: None known.
Incompatible Materials for Storage or Transport: None known.

OTHER PRECAUTIONS:

Do not shake clothing, rags or other items to remove dust. Dust should be removed by washing or HEPA vacuuming.

8. EXPOSURE CONTROLS/PERSONAL PROTECTION

CAS #	CHEMICAL NAME	ACGIH TLV	OSHA PEL	INTERNATIONAL OELS
7440-50-8	Copper	0.2 mg/m ³ (fume), 1 mg/m ³ (dusts and mists)	0.1 mg/m ³ (fume) 1 mg/m ³ (dusts and mists)	Austria, Belgium, Canada: 0.2 mg/m ³ (fumes), 1 mg/m ³ (dusts) Denmark: 1.0 mg/m ³ (dust and powder) Germany (MAK): 0.1 mg/m ³ (fume), 1 mg/m ³ (dusts and mists)
7439-96-5	Manganese	0.2 mg/m ³	Ceiling - 5 mg/m ³	Belgium, Denmark, Finland, France, Switzerland, U.K. - 1 mg/m ³ Sweden - 2.5 mg/m ³ Germany (MAK) - 0.5 mg/m ³
7440-02-0	Nickel	1.5 mg/m ³ (inhalable)	1 mg/m ³	Germany, MAK = 1 mg/m ³ Canada (B.C.), Czechoslovakia, Denmark, Norway - 0.05 mg/m ³ , K1, sensitizer Poland = 0.25 mg/m ³ Ireland, Sweden, Switzerland, U.K. = 0.5 mg/m ³ Belgium, Canada (Alberta & others), Finland, Japan, Mexico, Netherlands - 1 mg/m ³ Portugal = 1.5 mg/m ³
7439-89-6	Iron	None established	None established	None established
7440-21-3	Silicon*	10 mg/m ³	15 mg/m ³	Belgium, Denmark, France, Netherlands, U.K. - 10 mg/m ³ Switzerland - 4 mg/m ³

Olin **BRASS**

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CAS #	CHEMICAL NAME	ACGIH TLV	OSHA PEL	INTERNATIONAL OELS
7440-41-7	Beryllium	0.002 mg/m ³ (inhalable) Sensitizer STEL = 0.01 mg/m ³ Confirmed human carcinogen	0.002 mg/m ³ Ceiling = 0.005 mg/m ³ 30 min. peak per 8 hr. shift = 0.025 mg/m ³	Germany, MAK - Category 2 Denmark, Finland, Iceland, Norway, Poland - 0.001 mg/m ³ , carcinogen Belgium, Canada, Czechoslovakia, France, Ireland, Japan, Portugal, Spain, Sweden, Switzerland, U.K. - 0.002 mg/m ³ , sensitizer, K1 carcinogen Greece - 0.005 mg/m ³
7440-31-5	Tin	2 mg/m ³	2 mg/m ³	U.K. (LTEL): 5 mg/m ³ Austria & Germany (MAK), Belgium, Finland, Denmark, The Netherlands, Poland, Switzerland: 2 mg/m ³ Hungary, Norway: 1 mg/m ³
7429-90-5	Aluminum*	10 mg/m ³	15 mg/m ³	Belgium, France, Hungary, Sweden- 5 mg/m ³ (resp. dust) Germany, Switzerland - 5 mg/m ³ Denmark, Netherlands, U.K. - 10 mg/m ³
7440-66-6	Zinc	None established	None established	None established

*This substance is regulated by OSHA as a Particulate Not Otherwise Regulated (PNOR). The exposure limits listed for both OSHA and ACGIH refer to total dust; the OSHA PEL for the respirable fraction is 5 mg/m³.

If this product is heated and fumes are generated, zinc oxide fumes could be formed. The ACGIH TLV and OSHA PEL for zinc oxide fume is 5 mg/m³.

ENGINEERING CONTROLS:

Local exhaust ventilation is recommended if significant dusting occurs or fumes are generated. Otherwise, use general exhaust ventilation.

EYE / FACE PROTECTION:

Use safety glasses.

SKIN PROTECTION:

Wear impervious (cut-resistant) gloves and other protective clothing (aprons, coveralls) as appropriate to prevent skin contact when using this product. If generating a dust, wash thoroughly after handling, especially before eating, drinking, or smoking.

RESPIRATORY PROTECTION:

Respiratory protection not normally needed. If dusting occurs or fumes are generated above the PEL/TLV, use a NIOSH-approved half-face or full-face respirator equipped with High Efficiency Particulate (HEPA) filter cartridges.

GENERAL HYGIENE CONSIDERATIONS:

Do not eat, drink, or smoke while using this product in dust form.

9. PHYSICAL AND CHEMICAL PROPERTIES

PROPERTY	VALUE	PROPERTY	VALUE
Appearance:	Silver/red metallic	Vapor Density (air = 1):	Not applicable
Odor:	None	Boiling Point (°F):	No data
Molecular Weight:	Not applicable - Mixture	Melting point:	L: 1121 - 1249°C (2003 - 2260°F) S: 1075 - 1191°C (1967 - 2189°F)
Physical State:	Solid	Specific gravity (g/cc):	8.94
pH:	Not applicable	Bulk Density:	8.94 g/cc
Vapor Pressure (mm Hg):	Not applicable	Viscosity (cps):	Not applicable
Vapor Density:	Not applicable	Decomposition Temperature:	Not applicable
Solubility in Water (20 °C):	Negligible	Evaporation Rate:	Not Applicable
Volatiles, Percent by volume:	Not applicable	Octanol/water partition coefficient:	Unknown

10. STABILITY AND REACTIVITY

STABILITY:

Stable under normal temperatures and pressure.

Olin BRASS

MSDS #0015.0001

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CONDITIONS TO AVOID:

Avoid contact with carbon monoxide, particularly at temperatures between 50°C and 300° C, to prevent formation of nickel carbonyl which is toxic and a carcinogen.

MATERIALS TO AVOID:

Acetylene, chlorine

HAZARDOUS DECOMPOSITION

When heated to decomposition, may produce metal oxides and fumes. Inhalation of high concentrations of metal fumes may cause a condition known as "metal fume fever" which is characterized by flu-like symptoms.

HAZARDOUS POLYMERIZATION:

Will not occur.

11. TOXICOLOGICAL INFORMATION

POTENTIAL EXPOSURE ROUTES: For dust: ingestion, inhalation, and eye contact. For fume: inhalation and eye contact. The finished alloy metal is not hazardous.

ACUTE ANIMAL TOXICITY DATA:

For Product:		For Components								
		Copper	Beryllium	Manganese	Aluminum	Silicon	Tin	Iron	Zinc	Nickel
Oral LD ₅₀	Believed to be > 5 g/kg	3.5 mg/kg (mouse, intraperitoneal)	18 - 200 mg/kg (rat, various beryllium compounds)	9 g/kg (rat)	No data	3.16 g/kg (rat)	No data	30 g/kg (rat)	No data	> 5 g/kg (rat)
Dermal LD ₅₀	Believed to be > 2 g/kg	375 mg/kg (rabbit, subcutaneous)	No data	No data	No data	No data	No data	No data	No data	> 7.5 g/kg (rabbit subcutaneous)
Inhalation LC ₅₀	Believed to be slightly to moderately toxic	No data	> 0.8 mg/m ³ (50 min., rat)	No data	> 1000 mg/m ³ (4 hr, rat)	No data	No data	No data	No data	> 12 mg/kg (rat, intratracheal)
Irritation	Eye and respiratory irritant	Respiratory irritant	Irritant, skin sensitizer	Mild skin & eye irritant	Mild eye and skin irritant	Eye, skin, respiratory irritant	No data	Eye irritant	Eye irritant	Respiratory irritant, skin sensitizer

SUBCHRONIC/ CHRONIC TOXICITY:

No information for product. Acute and chronic exposure to beryllium via inhalation has caused lung damage in laboratory animals.

CARCINOGENICITY:

In laboratory animal studies, chronic exposure to high concentrations of nickel has caused an increase in lung and nasal tumors. The International Agency for Research on Cancer (IARC) has classified nickel as possibly carcinogenic to humans, group 2B. Chronic exposure to beryllium has produced lung cancer in several species of laboratory animals. Beryllium is listed as a known human carcinogen by IARC (Group 1), OSHA, NTP, and EPA. This product is not known or reported to be mutagenic. Nickel has been shown to be mutagenic in *in vitro* studies. Beryllium has shown evidence of mutation in *in vitro* bacterial and mammalian systems.

REPRODUCTIVE, TERATOGENICITY, OR DEVELOPMENTAL EFFECTS:

This product is not known or reported to cause reproductive or developmental effects. Exposure of male rats to high concentrations of nickel caused testicular degeneration. However, symptoms of systemic toxicity, including severe weight loss, were also observed at the same concentrations indicating that the testicular effects were secondary to the frank toxicity. Laboratory studies in animals have shown that beryllium can cross the placenta and cause fetal toxicity.

Olin BRASS

MSDS #0015.0001

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NEUROLOGICAL EFFECTS:

This product is not known or reported to cause neurological effects. Chronic exposure to very high concentrations of manganese dust has caused nervous system effects including muscle weakness, tremors, and behavioral changes in humans.

**INTERACTIONS WITH OTHER
CHEMICALS WHICH ENHANCE**

None known or reported.

TOXICITY:**12. ECOLOGICAL INFORMATION**

ECOTOXICITY: No data is available on this product. Individual constituents are as follows:

Copper:

The toxicity of copper to aquatic organisms varies significantly not only with the species, but also with the physical and chemical characteristics of the water, such as its temperature, hardness, turbidity and carbon dioxide content. Copper concentrations varying from 0.1 to 1.0 mg/l have been found by various investigators to be not toxic for most fish. However, concentrations of 0.015 to 3.0 mg/l have been reported as toxic, particularly in soft water to many kinds of fish, crustaceans, mollusks, insects, and plankton.

Nickel:

96 hr LC₅₀, rainbow trout = 31.7 mg/L; 96 hr LC₅₀, fathead minnow = 3.1 mg/L; 72 hr EC₅₀, freshwater algae (4 species): = 0.1 mg/L; 96 hr LC₅₀, Daphnia = 0.51 mg/L

MOBILITY:

No data

PERSISTENCE/DEGRADABILITY: Not biodegradable.**BIOACCUMULATION:**

No data.

13. DISPOSAL CONSIDERATIONS

If this product becomes a waste, it DOES NOT meet the criteria of a hazardous waste as defined under 40 CFR 261, in that it does not exhibit the characteristics of hazardous waste of Subpart C, nor is it listed as a hazardous waste under Subpart D. Care must be taken to prevent environmental contamination from the use of this material. The user of this material has the responsibility to dispose of unused material, residues and containers in compliance with all relevant local, state and federal laws and regulations regarding treatment, storage and disposal for hazardous and non-hazardous wastes. This product may be a candidate for metal reclamation.

14. TRANSPORT INFORMATION

	U.S. DOT	RID/ADR	IMDG	IATA	IMO	Canada TDG
PROPER SHIPPING NAME:	Not regulated					
HAZARD CLASS:						
UN NO.:						
PACKING GROUP:						
LABEL:						
REPORTABLE QUANTITY:						

15. REGULATORY INFORMATION**US FEDERAL**

TSCA	The components of this product are listed on the Toxic Substance Control Act inventory.				
CERCLA:	Copper, R.Q. = 5000 lbs.; Nickel, R.Q. = 100 lbs.; Beryllium, R.Q. = 10 lbs.; Zinc, R.Q. = 1000 lbs (No reporting is required if diameter of the pieces of metal is equal to or exceeds 100 micrometers (0.004 inches)).				
SARA 313:	Copper, Manganese, Nickel, Beryllium, Zinc (dust or fume), Aluminum (fume or dust)				
SARA 313 Hazard Class:	Health: For dust or fume only	Acute - Yes, Chronic - Yes	Fire: None	Reactivity: None	Release of Pressure: None
SARA 302 EMS List:	None of the components of this product are listed.				

RQ = Reportable Quantity

STATE RIGHT-TO-KNOW STATUS

MS 000165



MSDS #0015.0001

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Component	*CA Prop. 65	New Jersey	Pennsylvania	Massachusetts	Michigan
Copper	Not listed	X	X	X	X
Manganese	Not listed	X	X	X	Not listed
Nickel	X	X	X	X	X
Silicon	Not listed	Not listed	X	X	Not listed
Iron	Not listed	Not listed	Not listed	Not listed	Not listed
Beryllium	X	X	X	X	X
Aluminum	Not listed	X	X	X	Not listed
Tin	Not listed	Not listed	X	X	Not listed
Zinc	Not listed	X	Not listed	X	X

* "WARNING: This product contains detectable amounts of a chemical(s) known to the State of California to cause cancer and/or birth defects or other reproductive harm."

EUROPEAN REGULATIONS

Because this material contains beryllium at > 0.1% this material is classified as: T+, Very Toxic. However, this material in its massive solid form is not required to be labeled under EC regulations.

German WGK Classification: Unknown

CANADIAN REGULATIONS

DSL LIST: The components of this product are on the DSL or are exempt from reporting under the New Substances Notification Regulations.
 IDL: Copper, Manganese, and Nickel, Beryllium, Tin
 WHMIS: This product is considered to be a manufactured article and therefore not subject to WHMIS requirements.

16. OTHER INFORMATION

PREPARED BY: Olin Brass and Winchester, Inc.

NOTICE: THE INFORMATION IN THIS MSDS SHOULD BE PROVIDED TO ALL WHO WILL USE, HANDLE, STORE, TRANSPORT, OR OTHERWISE BE EXPOSED TO THIS PRODUCT. THIS INFORMATION HAS BEEN PREPARED FOR THE GUIDANCE OF PLANT ENGINEERING, OPERATIONS AND MANAGEMENT AND FOR PERSONS WORKING WITH OR HANDLING THIS PRODUCT. OLIN BELIEVES THIS INFORMATION TO BE RELIABLE AND CURRENT AS OF THE DATE OF PUBLICATION, BUT MAKES NO WARRANTY THAT IT IS.

Wieland

Wieland Metals, Inc.

567 Northgate Parkway
Wheeling, IL 60090-2682

Phone (847) 637-3990

Fax (847) 537-4085

MATERIAL CERTIFICATION

No. 17850

SILVER PLATED 260 BRASS

Sold To:
Metalstamp, Inc.
Mr. Lee Hutchinson
24219 Northern Illinois Drive
Channahon IL 60410

Ship To:

Customer P.O. #	P.O. Date	Customer #	Order #	Date	Page
18835	4/01/03	000382	313257 1	4/22/03	1

Strip - Bare	ASTM B36-95 Brass C26000 Cartridge Brass, 70/30	H04 Hard Rolled
--------------	--	-----------------

Gauge	.0320 inch Tol. +	.002000 +/-	.002000	Shipped Quantity 1753 lbs
Width	1.9500 inch Tol. +	.005000 +/-	.005000	

Actual Chemistry	Unit	Max.	Min.	Max.	Lot No. ST	Lot No. ST	Lot No. ST	Lot No. ST
Cu - Copper	%	70.0000	68.5000	71.5000	31288	68.9940		
Zn - Zinc	%	30.0000	28.3800	31.5000	30.9000			
Pb - Lead	%			.0500	.0050			
Fe - Iron	%			.0300	.0280			
P - Phosphorus	%			.0010	.0010			

Physical Properties	Unit	Max.	Min.	Max.	Lot No. ST	Lot No. ST	Lot No. ST	Lot No. ST
Hardness Rockwell 30T					31288			
Tensile Strength	PSI	71000.0000	81000.0000	77042.0000	74.0000			
Yield Strength (.2%)	PSI			70537.0000				
Elongation A2"	%			13.5700				
Electrical Conductivity	IACS			25.0000				
Gauge	inch	.0300	.0340	.0320				

Other Tests	U/M	Max.	Min.	Max.	Coils	ST
Width	inch	1.9450	1.9550			
Camber in 6'	inch in 6'	.2500				

Status (ST): 1-Passed, 2-Deviated, 3-Not Passed, 4-Not Traceable, 5-Ren.

Quality Assurance Department

K-TS

RECEIVED

2/10 APR 23 2003

MS 000167



PERFECTION PLATING INCORPORATED
 775 MORSE AVENUE ELK GROVE VILLAGE, IL 60007-5184
 AN ISO 9002 CERTIFIED COMPANY

Certificate of Compliance

METALSTAMP INCORPORATED
 24219 Northern Illinois Drive
 Channahon, IL 60410

NUMBER: 225108

DATE: April 25, 2003

CUSTOMER P.O. NUMBER: 38760

PART NUMBER: .032 X 1.950

QUANTITY: 1,753

NUMBER OF REELS: 10

PLATING SPECIFICATION

.0001 COPPER FLASH Overall
SILVER Overall

METAL	PLATING THICKNESS TEST RESULTS IN MICRO INCHES							
COPPER FLASH OVERALL	O.K.							
BRIGHT SILVER OVERALL	143	144	143	146	118	118	120	120

RECEIVED

APR 29 2003

☒ FLUORESCENT X-RAY ☐ DESTRUCTIVE TENSILE ☐ MICROSCOPIC SECTION ☐ MICROMETER ☐ OTHER

THESE ADDITIONAL TESTS HAVE BEEN PERFORMED WITH POSITIVE RESULTS

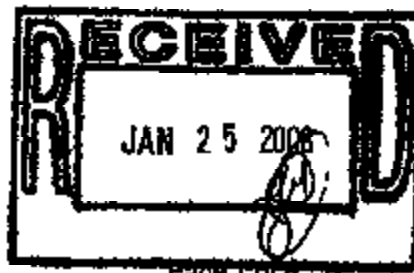
VISUAL:	ADHESION:	SOLDERABILITY:	POROSITY:	COMPOSITION:	HARDNESS	CORROSION:	OTHER:
X	X						

I CERTIFY THAT THE ABOVE PARTS HAVE BEEN PROCESSED IN ACCORDANCE WITH
 AFOREMENTIONED SPECIFICATIONS AND WITH THE ABOVE TEST RESULTS

Froy Silva

FROY SILVA, QUALITY CONTROL MANAGER

Olin BRASS



MATERIAL SAFETY DATA SHEET

Page 1 of 2

Olin MSDS No.: 00004.0001
Revision No.: 15

Revision Date: 1/9/08
Supersedes: 1/1/07

1. PRODUCT AND COMPANY IDENTIFICATION

Product Name: HIGH COPPER ALLOY
Chemical Name: Metal Alloy
Synonyms: High Copper, UNS/CDA Alloy Nos. C18000 - C19999 (Excluding 18135), WRM 194-9, B-52
Chemical Family: Copper
Formula: Not applicable - mixture
Product Use: Metallurgical Products

194 Alloy
197 Alloy

COMPANY ADDRESS: MSDS Control Group
Olin Brass and
Winchester
427 North Shamrock St.
East Alton, IL 62024-
1197
www.olinbrass.com
olinmsds@olin.com

TECHNICAL
INFORMATION:
618-258-3507

EMERGENCY TELEPHONE NUMBER:
1-888-2891-911

2. COMPOSITION/INFORMATION ON INGREDIENTS

CAS Number	Components	% By Weight	EINECS/ ELINCS #	EU Classification	
				Symbol	R-Phrase
7440-50-8	Copper	91.5 - 99.9	231-159-6	None	None
7439-89-6	Iron	0 - 3.0	231-096-4	None	None
7440-66-6	Zinc	0 - 5.0	231-096-4	None	None
7440-48-4	Cobalt	0 - 1.3	231-158-0	Xn	R 42/43
7440-02-0	Nickel	0 - 3.0	231-111-4	Xn	R 40-43
7440-47-3	Chromium (non- Hexavalent)	0 - 1.5	231-157-5	None	None
7440-31-5	Tin	0 - 2.5	231-141-8	None	None
7439-92-1	Lead	0 - 3.5	231-100-4	None	None
7440-32-6	Titanium	0 - 3.4	231-142-3	None	None
7440-21-3	Silicon	0 - 1.0	231-130-8	None	None
7440-22-4	Silver	0 - 1.0	231-131-3	None	None
7439-95-4	Magnesium	0 - 1.0	231-104-6	None	None

OSHA REGULATORY STATUS: In solid form, not hazardous. Dust or fume: carcinogen, irritant, lung, blood, kidney, reproductive and developmental toxin, neurotoxin, sensitizer

In solid form, this material is not hazardous. Dust and fumes are hazardous materials.

3. HAZARDS IDENTIFICATION

WARNING!

EXPOSURE TO DUST OR FUMES CAN CAUSE EYE, SKIN AND RESPIRATORY TRACT IRRITATION. EXPOSURE TO DUST OR FUMES CAN CAUSE RESPIRATORY SYSTEM DAMAGE. CONTAINS A MATERIAL WHICH MAY CAUSE BLOOD, KIDNEY, REPRODUCTIVE AND NEUROLOGICAL EFFECTS. MAY CAUSE AN ALLERGIC SKIN AND/OR RESPIRATORY REACTION. CONTAINS MATERIALS WHICH MAY CAUSE CANCER. USE ONLY WITH ADEQUATE VENTILATION. AVOID CONTACT WITH EYES, SKIN AND CLOTHING. WASH THOROUGHLY AFTER HANDLING.



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HAZARD RATINGS (for dust or fume)
Hazardous Materials Identification
System (HMIS)

Degree of hazard (0 = low, 4 = extreme)

Health: 2*

Flammability: 0

Physical Hazard:
 None

National Fire Protection Association Mixture. Not rated.
(NFPA)

HUMAN THRESHOLD RESPONSE DATA

Odor Threshold:

Unknown

Irritation Threshold:

Unknown

Immediately Dangerous to Life or Health
(IDLH) Value(s):

The IDLH for this product is not known. The IDLH for nickel and silver is 10 mg/m³. The IDLH for cobalt is 20 mg/m³. The IDLH for copper, lead and tin is 100 mg/m³. The IDLH for chromium is 250 mg/m³.

POTENTIAL HEALTH EFFECTS

ACUTE EFFECTS

- Eye:** Dust or fume can cause irritation consisting of redness, swelling, and pain. May cause conjunctivitis with repeated exposures.
- Skin:** Material not expected to be absorbed through the skin. Contact with dust may cause mild irritation consisting of redness and/or swelling.
- Inhalation:** Harmful if inhaled. Inhalation of high concentrations of powder, dust, or fume may cause severe respiratory and nasal irritation, coughing, and difficulty breathing. Inhalation of high concentrations of metallic copper dusts or fumes may cause nasal irritation and/or nausea, vomiting and stomach pain. The metal fume may also produce influenza-like symptoms, known as metal fume fever. Symptoms of this reaction may include metallic taste, runny nose, nausea, fever and chills. These effects usually disappear within 24 hours, but may be delayed in onset. Exposure to high concentrations of chromium dusts or fumes can cause severe respiratory and nasal irritation.
- Ingestion:** Ingestion of large amounts of dust may cause nausea, diarrhea and or stomach pain.

CHRONIC
EFFECTS:

Prolonged or repeated skin contact with dust may cause more severe irritation or dermatitis. Prolonged or repeated inhalation of dust or fume may cause more severe irritation and possibly lung damage. Chronic exposure to dust or fume may also lead to the development of permanent, severe, obstructive or fibrotic lung disease characterized by coughing, wheezing, and shortness of breath. Repeated exposure may cause an allergic skin reaction consisting of itching, redness, swelling, and rash or urticaria (hives) in sensitized individuals. Prolonged or repeated inhalation of dust or fume may cause an allergic type of asthma reaction characterized by wheezing, coughing, and extreme breathing difficulty in sensitized individuals. Ingestion of large amounts of cobalt may affect the heart, but this type of exposure is not anticipated under normal occupational conditions. Prolonged or repeated exposures to chromium dusts or fumes may cause perforation of the nasal septum, bloody nose and other symptoms of severe nasal irritation. Epidemiological studies in humans have shown an association between lung and nasal cancers and prolonged occupational exposures to high concentrations of nickel. Chronic exposure to lead can cause kidney damage, anemia, reproductive effects, developmental effects and permanent nervous system damage in humans including changes in cognitive function. Long-term exposure to silver at high concentrations can produce a condition called argyria, which is a bluish-gray pigmentation of the skin and other body tissues. This effect is not known to be associated with any toxic effects.

MEDICAL CONDITIONS AGGRAVATED BY EXPOSURE: Exposure to dust or fume may aggravate an existing dermatitis, blood condition, asthma, emphysema, or other respiratory disease.

POTENTIAL ENVIRONMENTAL EFFECTS: None known. Product has not been tested for environmental properties.



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4. FIRST AID MEASURES

EYE CONTACT: Immediately flush out fume and dust particles with large amounts of water for at least 15 minutes, occasionally lifting the upper and lower eyelids. If eye irritation develops, call a physician at once.

SKIN CONTACT: If exposed to dust or fumes, wash skin with plenty of water. Remove contaminated clothing and shoes and launder before reuse. If skin irritation or rash develops and persists or recurs, get medical attention.

INHALATION: If symptoms of lung irritation occur (coughing, wheezing or breathing difficulty), remove from exposure area to fresh air immediately. If breathing has stopped, perform artificial respiration. Keep affected person warm and at rest. Get medical attention.

INGESTION: Not a likely route of exposure for finished metal alloy. If dust is ingested, immediately drink water to dilute. Consult a physician if symptoms develop.

NOTE TO PHYSICIANS: There is no specific antidote to the active ingredients in this product; use symptomatic treatment.

5. FIRE FIGHTING MEASURES

PROPERTY	VALUE	PROPERTY	VALUE
Explosive	No	Flammable	No
Combustible	No	Pyrophoric	No
Flash Point (°C):	Not applicable	Burning Rate of Material:	Not applicable
Lower Explosive Limit:	Not applicable	Autoignition Temp.:	Not applicable
Upper Explosive Limit:	Not applicable	Flammability Classification: (defined by 29 CFR 1910.1200)	Not applicable

UNUSUAL FIRE AND EXPLOSION HAZARDS:**EXTINGUISHING MEDIA:**

Dust may cause an ignitable and/or an explosive atmosphere. For localized powder fires, smother with dry sand, dry dolomite, sodium chloride or soda ash. Use fire-extinguishing media appropriate to fight surrounding fire. None required.

SPECIAL FIREFIGHTING PROCEDURES:**6. ACCIDENTAL RELEASE MEASURES**

FOR ALL TRANSPORTATION ACCIDENTS, CALL CHEMTREC AT 800-424-9300. In dust form, this product may be an explosion hazard. Remove all sources of ignition. Dust or fume may be suppressed by the use of a local exhaust system. Dispose of per guidelines under Section 13, WASTE DISPOSAL.

7. HANDLING AND STORAGE**HANDLING:**

Avoid dispersion of dust in air.

STORAGE:

No special requirements.

Shelf Life Limitations: None known.

Incompatible Materials for Packaging: None known.

Incompatible Materials for Storage or Transport: None known.

OTHER PRECAUTIONS:

Do not shake clothing, rags or other items to remove dust. Dust should be removed by washing or HEPA vacuuming.

8. EXPOSURE CONTROLS/PERSONAL PROTECTION

CAS #	CHEMICAL NAME	ACGIH TLV	OSHA PEL	INTERNATIONAL OELS
7440-50-8	Copper	0.2 mg/m ³ (fume), 1 mg/m ³ (dusts and mists)	0.1 mg/m ³ (fume), 1 mg/m ³ (dusts and mists)	Austria, Belgium, Canada: 0.2 mg/m ³ (fumes), 1 mg/m ³ (dusts) Denmark: 1.0 mg/m ³ (dust and powder) Germany (MAK): 0.1 mg/m ³ (fume), 1



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				mg/m ³ (dusts and mists)
7439-89-6	Iron	None established	None established	None established
7440-66-6	Zinc	None established	None established	None established
7440-48-4	Cobalt	0.02 mg/m ³	0.1 mg/m ³	Austria: Group A2 carcinogen, skin & resp. sensitizer Canada (BC): 0.02 mg/m ³ , K3, Z, A Canada (Alberta & others): 0.05 mg/m ³ Denmark: 0.02 mg/m ³ Germany: MAK - 2 (Sah)
7440-47-3	Chromium	0.5 mg/m ³	1 mg/m ³	Finland: 0.1 mg/m ³ Belgium, Denmark, France, Netherlands, Norway, Poland, Sweden, U.K.: 0.5 mg/m ³
7440-31-5	Tin	2 mg/m ³	2 mg/m ³	U.K. (LTEL): 5 mg/m ³ Austria & Germany (MAK), Belgium, Finland, Denmark, The Netherlands, Poland, Switzerland: 2 mg/m ³ Hungary, Norway: 1 mg/m ³
7440-02-0	Nickel	1.5 mg/m ³ (inhalable)	1 mg/m ³	Germany, MAK = 1 mg/m ³ Canada (B.C.), Czechoslovakia, Denmark, Norway - 0.05 mg/m ³ , K1, sensitizer Poland = 0.25 mg/m ³ Ireland, Sweden, Switzerland, U.K. = 0.5 mg/m ³ Belgium, Canada (Alberta & others), Finland, Japan, Mexico, Netherlands - 1 mg/m ³ Portugal = 1.5 mg/m ³
7439-92-1	Lead	0.05 mg/m ³	0.05 mg/m ³	Austria, Denmark, Germany, Sweden, Switzerland: 0.1 mg/m ³ Norway, Poland: 0.05 mg/m ³
7439-95-4	Magnesium	None established	None established	None established
7440-21-3	Silicon*	10 mg/m ³	15 mg/m ³	Belgium, Denmark, France, Netherlands, U.K. - 10 mg/m ³ Switzerland - 4 mg/m ³
7440-22-4	Silver	0.1 mg/m ³	0.01 mg/m ³	Germany: 0.1 mg/m ³ (inhalable)
7440-32-6	Titanium	None established	None established	None established

*This substance is regulated by OSHA as a Particulate Not Otherwise Regulated (PNOR). The exposure limits listed for both OSHA and ACGIH refer to total dust; the OSHA PEL for the respirable fraction is 5 mg/m³.

If this product is heated and fumes are generated, zinc oxide fumes could be formed. The ACGIH TLV and OSHA PEL for zinc oxide fume is 5 mg/m³.

ENGINEERING CONTROLS:

Local exhaust ventilation is recommended if significant dusting occurs or fumes are generated. Otherwise, use general exhaust ventilation.

EYE / FACE PROTECTION:

Use safety glasses.

SKIN PROTECTION:

Wear impervious (cut-resistant) gloves and other protective clothing (aprons, coveralls) as appropriate to prevent skin contact when using this product. If generating a dust, wash thoroughly after handling, especially before eating, drinking, or smoking.

RESPIRATORY PROTECTION:

Respiratory protection not normally needed. If dusting occurs or fumes are generated above the PEL/TLV, use a NIOSH-approved half-face or full-face respirator equipped with High Efficiency Particulate (HEPA) filter cartridges.

GENERAL HYGIENE CONSIDERATIONS:

Do not eat, drink, or smoke while using this product in dust form.

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9. PHYSICAL AND CHEMICAL PROPERTIES

PROPERTY	VALUE	PROPERTY	VALUE
Appearance:	Red metallic	Vapor Density (air = 1):	Not applicable
Odor:	None	Boiling Point (°F):	No data
Molecular Weight:	Not applicable - Mixture	Melting point:	L:1080-1090°C (1976-1995°F) S:965-1085°C (1769-1985°F)
Physical State:	Solid	Specific gravity (g/cc):	8.94
pH:	Not applicable	Bulk Density	8.94 g/cc
Vapor Pressure (mm Hg):	Not applicable	Viscosity (cps):	Not applicable
Vapor Density	Not applicable	Decomposition Temperature:	Not applicable
Solubility in Water (20 °C):	Negligible	Evaporation Rate:	Not Applicable
Volatiles, Percent by volume:	Not applicable	Octanol/water partition coefficient:	Unknown

10. STABILITY AND REACTIVITY

STABILITY:

Stable under normal temperatures and pressure.

CONDITIONS TO AVOID:

Avoid contact with carbon monoxide, particularly at temperatures between 50°C and 300°C, to prevent formation of nickel carbonyl which is toxic and a carcinogen.

MATERIALS TO AVOID:

Acetylene, chlorine

HAZARDOUS DECOMPOSITION

When heated to decomposition, may produce metal oxides and fumes.

PRODUCTS:

Inhalation of high concentrations of metal fumes may cause a condition known as "metal fume fever" which is characterized by flu-like symptoms.

HAZARDOUS POLYMERIZATION:

Will not occur.

11. TOXICOLOGICAL INFORMATION

POTENTIAL EXPOSURE ROUTES: For dust: ingestion, inhalation, and eye contact. For fume: inhalation and eye contact. The finished alloy metal is not hazardous.

ACUTE ANIMAL TOXICITY DATA:

	Oral LD ₅₀	Dermal LD ₅₀	Inhalation LC ₅₀	Irritation
<u>For Product:</u>	Believed to be > 5 g/kg	Believed to be > 2 g/kg	Believed to be slightly to moderately toxic	Eye and respiratory irritant, sensitizer
Copper	3.5 mg/kg (mouse, intraperitoneal)	375 mg/kg (rabbit, subcutaneous)	No data	Respiratory irritant
Iron	30 g/kg (rat)	No data	No data	Eye irritant
Zinc	No data	No data	No data	Eye irritant
Cobalt	6.171 g/kg (rat)	No data	165 mg/m ³ (30-min., rat, cobalt oxides)	Respiratory irritant, skin and respiratory sensitizer
Lead	No data	No data	No data	Not irritating
Magnesium	No data	No data	No data	No data
Chromium	27.5 mg/kg (rat)	No data	87 mg/m ³ (4 hrs, rat)	Respiratory and nasal irritant
Tin	No data	No data	No data	No data
Nickel	> 5 g/kg (rat)	> 7.5 g/kg (rabbit subcutaneous)	> 12 mg/kg (rat, intratracheal)	Respiratory irritant, skin sensitizer
Silver	> 10 g/kg (mouse)	No data	No data	No data
Silicon	3.16 g/kg (rat)	No data	No data	Eye, skin, respira-

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	Oral LD ₅₀	Dermal LD ₅₀	Inhalation LC ₅₀	Irritation
Titanium	No data	No data	No data	tory irri-tant No data

SUBCHRONIC/ CHRONIC TOXICITY: No information for product. Lead has caused blood, kidney and nervous system damage in laboratory animals.

CARCINOGENICITY: IARC lists cobalt and cobalt compounds as possibly carcinogenic to humans, Group 2B. The International Agency for Research on Cancer (IARC) lists lead as possibly carcinogenic to humans, group 2B. In laboratory animal studies, chronic exposure to high concentrations of nickel has caused an increase in lung and nasal tumors. The International Agency for Research on Cancer (IARC) has classified nickel as possibly carcinogenic to humans, group 2B. The National Toxicology Program (NTP) classifies nickel as a known human carcinogen.

MUTAGENICITY: This product is not known or reported to be mutagenic. Nickel has been shown to be mutagenic in in vitro studies. Lead has been shown to be mutagenic in several in vitro assays.

REPRODUCTIVE, TERATOGENICITY, OR DEVELOPMENTAL EFFECTS: This product is not known or reported to cause reproductive or developmental effects. Lead has been shown to affect fetal development including birth defects and reduce male reproductive function in laboratory animals. Exposure of male rats to high concentrations of nickel caused testicular degeneration. However, symptoms of systemic toxicity, including severe weight loss, were also observed at the same concentrations indicating that the testicular effects were secondary to the frank toxicity. Exposure at these levels is highly unlikely under normal working conditions.

NEUROLOGICAL EFFECTS: This product is not known or reported to cause neurological effects. Lead has caused peripheral and central nervous system damage and behavioral effects in laboratory animals.

INTERACTIONS WITH OTHER CHEMICALS WHICH ENHANCE TOXICITY: None known or reported.

12. ECOLOGICAL INFORMATION

ECOTOXICITY: No data is available on this product. Individual constituents are as follows:

Copper: The toxicity of copper to aquatic organisms varies significantly not only with the species, but also with the physical and chemical characteristics of the water, such as its temperature, hardness, turbidity and carbon dioxide content. Copper concentrations varying from 0.1 to 1.0 mg/l have been found by various investigators to be not toxic for most fish. However, concentrations of 0.015 to 3.0 mg/l have been reported as toxic, particularly in soft water to many kinds of fish, crustaceans, mollusks, insects, and plankton.

Chromium: *Daphnia magna*, 48 hr. LC₅₀ = 0.022 mg/L; Fathead minnow, 96 hr LC₅₀ = 39 mg/L

Nickel: 96 hr LC₅₀, rainbow trout = 31.7 mg/L; 96 hr LC₅₀, fathead minnow = 3.1 mg/L; 72 hr EC₅₀, freshwater algae (4 species): = 0.1 mg/L; 96 hr LC₅₀, *Daphnia* = 0.51 mg/L

Lead: LC50 (48 hrs.) to bluegill (*Lepomis macrochirus*) is reported to be 2-5 mg/l. Lead is toxic to waterfowl.

MOBILITY: Dissolved lead may migrate through soil.

PERSISTENCE/DEGRADABILITY: Lead may persist and accumulate in the environment.

BIOACCUMULATION: Chromium, BCF = 10 after 24 days in trout.

13. DISPOSAL CONSIDERATIONS

If this product becomes a waste, it DOES NOT meet the criteria of a hazardous waste as defined under 40 CFR 261, in that it does not exhibit the characteristics of hazardous waste of Subpart C,

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nor is it listed as a hazardous waste under Subpart D. Care must be taken to prevent environmental contamination from the use of this material. The user of this material has the responsibility to dispose of unused material, residues and containers in compliance with all relevant local, state and federal laws and regulations regarding treatment, storage and disposal for hazardous and non-hazardous wastes. This product may be a candidate for metal reclamation.

14. TRANSPORT INFORMATION

	U.S. DOT	RID/ADR	IMDG	IATA	IMO	Canada TDG
PROPER SHIPPING NAME:	Not regulated					
HAZARD CLASS:						
UN NO.:						
PACKING GROUP:						
LABEL:						
REPORTABLE QUANTITY:						

15. REGULATORY INFORMATION

US FEDERAL

TSCA	The components of this product are listed on the Toxic Substance Control Act inventory.				
CERCLA:	Zinc, R.Q. = 1000 lbs.; Copper, R.Q. = 5000 lbs.; Chromium, R.Q. = 5000 lbs.; Lead, R.Q. = 10 lbs.; Nickel, R.Q. = 100 lbs.; Silver, R.Q. = 1000 lbs. (No reporting is required if diameter of the pieces of metal is equal to or exceeds 100 micrometers (0.004 inches).				
SARA 313:	Copper, Cobalt, Chromium, Nickel, Zinc (fume or dust), Lead, Silver				
SARA 313 Hazard Class:	Health: For dust or fume only	Acute - Yes, Chronic - Yes	Fire: None	Reactivity: None	Release of Pressure: None
SARA 302 EHS List:	None of the components of this product are listed.				

RQ = Reportable Quantity

STATE RIGHT-TO-KNOW STATUS

Component	*CA Prop. 65	New Jersey	Pennsylvania	Massachusetts	Michigan
Copper	Not listed	X	X	X	X
Iron	Not listed	Not listed	Not listed	Not listed	Not listed
Zinc	Not listed	X	Not listed	X	X
Cobalt	X	X	X	X	X
Chromium (not hexavalent)	Not listed	X	X	X	X
Tin	Not listed	Not listed	X	X	Not listed
Nickel	X	X	X	X	X
Titanium	Not listed	Not listed	Not listed	Not listed	Not listed
Lead	X	X	X	X	X
Silver	Not listed	X	X	X	X
Silicon	Not listed	Not listed	X	X	Not listed
Magnesium	Not listed	Not listed	X	Not listed	Not listed

*WARNING: This product contains detectable amounts of a chemical(s) known to the State of California to cause cancer and/or birth defects or other reproductive harm."

EUROPEAN REGULATIONS

Because this material contains nickel at > 0.1%, lead and cobalt at > 0.2%, this material is classified as Xn, Harmful. However, this material in its massive solid form is not required to be labeled under EC regulations.

German WGR Classification: Unknown

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CANADIAN REGULATIONS

DSL LIST: The components of this product are on the DSL or are exempt from reporting under the New Substances Notification Regulations.
IDL: Cobalt, Copper, Tin, Nickel, Lead, Chromium, Silver
WHMIS: This product is considered to be a manufactured article and therefore not subject to WHMIS requirements.

16. OTHER INFORMATION

PREPARED BY: Olin Brass and Winchester, Inc.

NOTICE: THE INFORMATION IN THIS MSDS SHOULD BE PROVIDED TO ALL WHO WILL USE, HANDLE, STORE, TRANSPORT, OR OTHERWISE BE EXPOSED TO THIS PRODUCT. THIS INFORMATION HAS BEEN PREPARED FOR THE GUIDANCE OF PLANT ENGINEERING, OPERATIONS AND MANAGEMENT AND FOR PERSONS WORKING WITH OR HANDLING THIS PRODUCT. OLIN BELIEVES THIS INFORMATION TO BE RELIABLE AND CURRENT AS OF THE DATE OF PUBLICATION, BUT MAKES NO WARRANTY THAT IT IS.

**Olin
BRASS**



**MATERIAL
SAFETY DATA
SHEET**

Olin MSDS No.: 0010.0001
Revision No.: 9

Revision Date: 1/1/07
Supersedes: 1/1/06

1. PRODUCT AND COMPANY IDENTIFICATION

510 Alloy

Product Name: PHOSPHOR BRONZE ALLOYS
Chemical Name: Metal Alloy
Synonyms: Copper Tin Phosphorus Alloys; UNS/CDA Alloy Nos. C50000 - C52999
Chemical Family: Copper
Formula: Not applicable - mixture
Product Use: Metallurgical Products

COMPANY ADDRESS: MSDS Control Group
Olin Brass and
Winchester
427 North Shamrock St.
East Alton, IL 62024-
1197
www.olinbrass.com
olinmsds@olin.com

TECHNICAL
INFORMATION:
618-258-3507

EMERGENCY TELEPHONE NUMBER:
1-888-2891-911

2. COMPOSITION/INFORMATION ON INGREDIENTS

CAS Number	Components	% By Weight	EINECS/ ELINCS #	EU Classification	
				Symbol	R-Phrase
7440-50-8	Copper	89 - 99	231-159-6	None	None
7440-31-5	Tin	0.5 - 11	231-141-8	None	None
7440-48-4	Cobalt	0 - 0.15	231-158-0	Xn	R 42/43
7440-66-6	Zinc	0 - 9.0	231-173-3	F (as dust or powder)	R 15-17
7440-02-0	Nickel	0 - 0.4	231-111-4	Xn	R 40-43

OSHA REGULATORY STATUS: In solid form, not hazardous. Dust or fume: carcinogen, irritant, lung toxin, sensitizer

In solid form, this material is not hazardous. Dust and fumes are hazardous materials.

3. HAZARDS IDENTIFICATION

WARNING!

EXPOSURE TO DUST OR FUMES CAN CAUSE EYE, SKIN AND RESPIRATORY TRACT IRRITATION. EXPOSURE TO DUST OR FUMES CAN CAUSE RESPIRATORY SYSTEM DAMAGE. MAY CAUSE AN ALLERGIC SKIN AND/OR RESPIRATORY REACTION. CONTAINS MATERIALS WHICH MAY CAUSE CANCER. USE ONLY WITH ADEQUATE VENTILATION. AVOID CONTACT WITH EYES, SKIN AND CLOTHING. WASH THOROUGHLY AFTER HANDLING.

HAZARD RATINGS (for dust or fume)
Hazardous Materials Identification
System (HMIS)

Degree of hazard (0 = low, 4 = extreme)
Health: 2* Flammability: 0

Physical Hazard:
None

National Fire Protection Association Mixture. Not rated.
(NFPA)

HUMAN THRESHOLD RESPONSE DATA

Odor Threshold:

Unknown

Irritation Threshold:

Unknown

Immediately Dangerous to Life or Health
(IDLH) Value(s):

The IDLH for this product is not known. The IDLH for copper and tin is 100 mg/m³. The IDLH for nickel is 10 mg/m³. The IDLH for cobalt is 20 mg/m³.

Oster MSDS: # 062
Location Used: A78

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POTENTIAL HEALTH EFFECTS

ACUTE EFFECTS

Eye: Dust or fume can cause irritation consisting of redness, swelling, and pain. May cause conjunctivitis with repeated exposures.

Skin: Material not expected to be absorbed through the skin. Contact with dust may cause mild irritation consisting of redness and/or swelling.

Inhalation: Harmful if inhaled. Inhalation of high concentrations of powder, dust, or fume may cause severe respiratory and nasal irritation, coughing, and difficulty breathing. Inhalation of high concentrations of metallic copper dusts or fumes may cause nasal irritation and/or nausea, vomiting and stomach pain. The metal fume may also produce influenza-like symptoms, known as metal fume fever. Symptoms of this reaction may include metallic taste, runny nose, nausea, fever and chills. These effects usually disappear within 24 hours, but may be delayed in onset.

Ingestion: Ingestion of large amounts of dust may cause nausea, diarrhea and or stomach pain.

CHRONIC EFFECTS:

Prolonged or repeated skin contact with dust may cause more severe irritation or dermatitis. Prolonged or repeated inhalation of dust or fume may cause more severe irritation and possibly lung damage. Chronic exposure to dust or fume may also lead to the development of permanent, severe, obstructive or fibrotic lung disease characterized by coughing, wheezing, and shortness of breath. Repeated exposure may cause an allergic skin reaction consisting of itching, redness, swelling, and rash or urticaria (hives) in sensitized individuals. Prolonged or repeated inhalation of dust or fume may cause an allergic type of asthma reaction characterized by wheezing, coughing, and extreme breathing difficulty in sensitized individuals. Ingestion of large amounts of cobalt may affect the heart, but this type of exposure is not anticipated under normal occupational conditions. Epidemiological studies in humans have shown an association between lung and nasal cancers and prolonged occupational exposures to high concentrations of nickel.

MEDICAL CONDITIONS AGGRAVATED BY EXPOSURE: Exposure to dust or fume may aggravate an existing dermatitis, asthma, emphysema, or other respiratory disease.

POTENTIAL ENVIRONMENTAL EFFECTS: None known. Product has not been tested for environmental properties.

4. FIRST AID MEASURES

EYE CONTACT: Immediately flush out fume and dust particles with large amounts of water for at least 15 minutes, occasionally lifting the upper and lower eyelids. If eye irritation develops, call a physician at once.

SKIN CONTACT: If exposed to dust or fumes, wash skin with plenty of water. Remove contaminated clothing and shoes and launder before reuse. If skin irritation or rash develops and persists or recurs, get medical attention.

INHALATION: If symptoms of lung irritation occur (coughing, wheezing or breathing difficulty), remove from exposure area to fresh air immediately. If breathing has stopped, perform artificial respiration. Keep affected person warm and at rest. Get medical attention.

INGESTION: Not a likely route of exposure for finished metal alloy. If dust is ingested, immediately drink water to dilute. Consult a physician if symptoms develop.

NOTE TO PHYSICIANS: There is no specific antidote to the active ingredients in this product; use symptomatic treatment.

5. FIRE FIGHTING MEASURES

PROPERTY	VALUE	PROPERTY	VALUE
Explosive	No	Flammable	No
Combustible	No	Pyrophoric	No
Flash Point (°C):	Not applicable	Burning Rate of Material:	Not applicable
Lower Explosive Limit:	Not applicable	Autoignition Temp.:	Not applicable
Upper Explosive Limit:	Not applicable	Flammability Classification: (defined by 29 CFR 1910.1200)	Not applicable

UNUSUAL FIRE AND EXPLOSION HAZARDS: Dust may cause an ignitable and/or an explosive atmosphere.



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EXTINGUISHING MEDIA:

For localized powder fires, smother with dry sand, dry delomite, sodium chloride or soda ash. Use fire-extinguishing media appropriate to fight surrounding fire. None required.

SPECIAL FIREFIGHTING PROCEDURES:

6. ACCIDENTAL RELEASE MEASURES

FOR ALL TRANSPORTATION ACCIDENTS, CALL CHEMTREC AT 800-424-9300. In dust form, this product may be an explosion hazard. Remove all sources of ignition. Dust or fume may be suppressed by the use of a local exhaust system. Dispose of per guidelines under Section 13, WASTE DISPOSAL.

7. HANDLING AND STORAGE

HANDLING:

Avoid dispersion of dust in air.

STORAGE:

Shelf Life Limitations: None known.
Incompatible Materials for Packaging: None known.
Incompatible Materials for Storage or Transport: None known.

OTHER PRECAUTIONS:

Do not shake clothing, rags or other items to remove dust. Dust should be removed by washing or HEPA vacuuming.

8. EXPOSURE CONTROLS/PERSONAL PROTECTION

CAS #	CHEMICAL NAME	ACGIH TLV	OSHA PEL	INTERNATIONAL OELS
7440-50-8	Copper	0.2 mg/m ³ (fume), 1 mg/m ³ (dusts and mists)	0.1 mg/m ³ (fume) 1 mg/m ³ (dusts and mists)	Austria, Belgium, Canada: 0.2 mg/m ³ (fumes), 1 mg/m ³ (dusts) Denmark: 1.0 mg/m ³ (dust and powder) Germany (MAK): 0.1 mg/m ³ (fume), 1 mg/m ³ (dusts and mists)
7440-31-5	Tin	2 mg/m ³	2 mg/m ³	U.K. (LTEL): 5 mg/m ³ Austria & Germany (MAK), Belgium, Finland, Denmark, The Netherlands, Poland, Switzerland: 2 mg/m ³ Hungary, Norway: 1 mg/m ³
7440-48-4	Cobalt	0.02 mg/m ³	0.1 mg/m ³	Austria: Group A2 carcinogen, skin & resp. sensitizer Canada (BC): 0.02 mg/m ³ , K3, 2, A Canada (Alberta & others): 0.05 mg/m ³ Denmark: 0.02 mg/m ³ Germany: MAK - 2 (Sub)
7440-66-6	Zinc	None established	None established	None established
7440-02-0	Nickel	1.5 mg/m ³ (inhalable)	1 mg/m ³	Germany, MAK = 1 mg/m ³ Canada (B.C.), Czechoslovakia, Denmark, Norway - 0.05 mg/m ³ , K1, sensitizer Poland = 0.25 mg/m ³ Ireland, Sweden, Switzerland, U.K. - 0.5 mg/m ³ Belgium, Canada (Alberta & others), Finland, Japan, Mexico, Netherlands - 1 mg/m ³ Portugal = 1.5 mg/m ³

If this product is heated and fumes are generated, zinc oxide fumes could be formed. The ACGIH TLV and OSHA PEL for zinc oxide fume is 5 mg/m³.

ENGINEERING CONTROLS:

Local exhaust ventilation is recommended if significant dusting occurs or fumes are generated. Otherwise, use general exhaust ventilation.

EYE / FACE PROTECTION:

Use safety glasses.

SKIN PROTECTION:

Wear impervious (cut-resistant) gloves and other protective clothing (aprons, coveralls) as appropriate to prevent skin contact when using this product. If generating a dust, wash thoroughly after handling, especially before eating, drinking, or smoking.



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RESPIRATORY PROTECTION:

Respiratory protection not normally needed. If dusting occurs or fumes are generated above the PEL/TLV, use a NIOSH-approved half-face or full-face respirator equipped with High Efficiency Particulate (HEPA) filter cartridges.

GENERAL HYGIENE CONSIDERATIONS:

Do not eat, drink, or smoke while using this product in dust form.

9. PHYSICAL AND CHEMICAL PROPERTIES

PROPERTY	VALUE	PROPERTY	VALUE
Appearance:	Red metallic	Vapor Density (air = 1):	Not applicable
Odor:	None	Boiling Point (°F):	No data
Molecular Weight:	Not applicable - Mixture	Melting point:	L:1008 - 1075°C (1830-1970°F) S:845-1035°C (1550-1900°F)
Physical State:	Solid	Specific gravity (g/cc):	8.84
pH:	Not applicable	Bulk Density	8.8 g/cc
Vapor Pressure (mm Hg):	Not applicable	Viscosity (cps):	Not applicable
Vapor Density	Not applicable	Decomposition	Not applicable
Solubility in Water (20 °C):	Negligible	Temperature:	
Volatiles, Percent by volume:	Not applicable	Evaporation Rate:	Not Applicable
		Octanol/water partition coefficient:	Unknown

10. STABILITY AND REACTIVITY

STABILITY:

Stable under normal temperatures and pressure.

CONDITIONS TO AVOID:

Not affected by mechanical impact or shock or by electrical discharge.

MATERIALS TO AVOID:

Acetylene, chlorine

HAZARDOUS DECOMPOSITION

When heated to decomposition, may produce metal oxides and fumes. Inhalation of high concentrations of metal fumes may cause a condition known as "metal fume fever" which is characterized by flu-like symptoms.

PRODUCTS:

HAZARDOUS POLYMERIZATION:

Will not occur.

11. TOXICOLOGICAL INFORMATION

POTENTIAL EXPOSURE ROUTES: For dust: ingestion, inhalation, and eye contact. For fume: inhalation and eye contact. The finished alloy metal is not hazardous.

ACUTE ANIMAL TOXICITY DATA:

For Product: (dust or fume):		For Components				
		Copper	Cobalt	Zinc	Tin	Nickel
Oral LD ₅₀	Believed to be moderately toxic	3.5 mg/kg (mouse, intra-peritoneal)	6.171 g/kg (rat)	No data	No data	> 5 g/kg (rat)
Dermal LD ₅₀	Believed to be > 2 g/kg	375 mg/kg (rabbit, subcutaneous)	No data	No data	No data	> 7.5 g/kg (rabbit subcutaneous)
Inhalation LC ₅₀	Believed to be slightly to moderately toxic	No data	165 mg/m ³ (30-min., rat, cobalt oxides)	No data	No data	> 12 mg/kg (rat, intra-tracheal)
Irritation	Believed to be a respiratory irritant	Respiratory irritant	Respiratory irritant, skin and respiratory sensitizer	Eye irritant	No data	Respiratory irritant, skin sensitizer

SUBCHRONIC/ CHRONIC TOXICITY:

No information for product.



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CARCINOGENICITY:

IARC lists cobalt and cobalt compounds as possibly carcinogenic to humans, Group 2B. In laboratory animal studies, chronic exposure to high concentrations of nickel has caused an increase in lung and nasal tumors. The International Agency for Research on Cancer (IARC) has classified nickel as possibly carcinogenic to humans, group 2B. The National Toxicology Program (NTP) classifies nickel as a known human carcinogen. This product is not known or reported to be mutagenic. Nickel has been shown to be mutagenic in in vitro studies.

MUTAGENICITY:

REPRODUCTIVE, TERATOGENICITY, OR DEVELOPMENTAL EFFECTS:

This product is not known or reported to cause reproductive or developmental effects. Exposure of male rats to high concentrations of nickel caused testicular degeneration. However, symptoms of systemic toxicity, including severe weight loss, were also observed at the same concentrations indicating that the testicular effects were secondary to the frank toxicity.

NEUROLOGICAL EFFECTS:

This product is not known or reported to cause neurological effects.

INTERACTIONS WITH OTHER CHEMICALS WHICH ENHANCE TOXICITY:

None known or reported.

12. ECOLOGICAL INFORMATION

ECOTOXICITY: No data is available on this product. Individual constituents are as follows:

Copper:

The toxicity of copper to aquatic organisms varies significantly not only with the species, but also with the physical and chemical characteristics of the water, such as its temperature, hardness, turbidity and carbon dioxide content. Copper concentrations varying from 0.1 to 1.0 mg/l have been found by various investigators to be not toxic for most fish. However, concentrations of 0.015 to 3.0 mg/l have been reported as toxic, particularly in soft water to many kinds of fish, crustaceans, mollusks, insects, and plankton.

Nickel:

96 hr LC₅₀, rainbow trout = 31.7 mg/L; 96 hr LC₅₀, fathead minnow = 3.1 mg/L; 72 hr EC₅₀, freshwater algae (4 species): = 0.1 mg/L; 96 hr LC₅₀, *Daphnia* = 0.51 mg/L

MOBILITY:

No data

PERSISTENCE/DEGRADABILITY:

No data

BIOACCUMULATION:

No data

13. DISPOSAL CONSIDERATIONS

If this product becomes a waste, it DOES NOT meet the criteria of a hazardous waste as defined under 40 CFR 261, in that it does not exhibit the characteristics of hazardous waste of Subpart C, nor is it listed as a hazardous waste under Subpart D. Care must be taken to prevent environmental contamination from the use of this material. The user of this material has the responsibility to dispose of unused material, residues and containers in compliance with all relevant local, state and federal laws and regulations regarding treatment, storage and disposal for hazardous and non-hazardous wastes. This product may be a candidate for metal reclamation.



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14. TRANSPORT INFORMATION

	U.S. DOT	RID/ADR	IMDG	IATA	IMO	Canada TDG
PROPER SHIPPING NAME:	Not regulated					
HAZARD CLASS:						
UN NO.:						
PACKING GROUP:						
LABEL:						
REPORTABLE QUANTITY:						

15. REGULATORY INFORMATION

US FEDERAL

TSCA	The components of this product are listed on the Toxic Substance Control Act inventory.				
CERCLA:	Copper, R.Q. = 5000 lbs.; Nickel, R.Q. = 100 lbs.; Zinc, R.Q. = 1000 lbs. No reporting is required if diameter of the pieces of metal is equal to or exceeds 100 micrometers (0.004 inches).				
SARA 313:	Copper, Cobalt, Nickel, Zinc (fume or dust)				
SARA 313 Hazard Class:	Health: For dust or fume only	Acute - Yes, Chronic - Yes	Fire: None	Reactivity: None	Release of Pressure: None
SARA 302 EHS List:	None of the components of this product are listed.				

RQ = Reportable Quantity

STATE RIGHT-TO-KNOW STATUS

Component	*CA Prop. 65	New Jersey	Pennsylvania	Massachusetts	Michigan
Copper	Not listed	X	X	X	X
Tin	Not listed	Not listed	X	X	Not listed
Zinc	Not listed	X	Not listed	X	X
Cobalt	X	X	X	X	X
Nickel	X	X	X	X	X

**WARNING: This product contains detectable amounts of a chemical(s) known to the State of California to cause cancer and/or birth defects or other reproductive harm."

EUROPEAN REGULATIONS

Because this material contains nickel at > 0.1%, and cobalt at > 0.2%, this material is classified as Xn, Harmful. However, this material in its massive solid form is not required to be labeled under EC regulations.

German WGK Classification: Unknown

CANADIAN REGULATIONS

DSL LIST: The components of this product are on the DSL or are exempt from reporting under the New Substances Notification Regulations.

IDL: Copper, Cobalt, Nickel

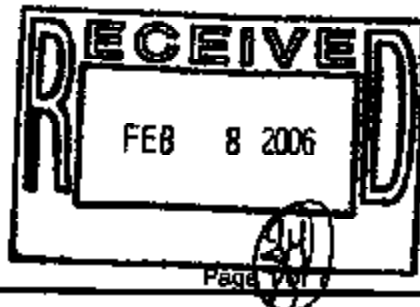
NHMIS: This product is considered to be a manufactured article and therefore not subject to WHMIS requirements.

16. OTHER INFORMATION

PREPARED BY: Olin Brass and Winchester, Inc.

NOTICE: THE INFORMATION IN THIS MSDS SHOULD BE PROVIDED TO ALL WHO WILL USE, HANDLE, STORE, TRANSPORT, OR OTHERWISE BE EXPOSED TO THIS PRODUCT. THIS INFORMATION HAS BEEN PREPARED FOR THE GUIDANCE OF PLANT ENGINEERING, OPERATIONS AND MANAGEMENT AND FOR PERSONS WORKING WITH OR HANDLING THIS PRODUCT. OLIN BELIEVES THIS INFORMATION TO BE RELIABLE AND CURRENT AS OF THE DATE OF PUBLICATION, BUT MAKES NO WARRANTY THAT IT IS.

MS 000182



MATERIAL SAFETY DATA SHEET

Page 1 of 1

Olin MSDS No.: 00018.0001
Revision No.: 8

Revision Date: 1/1/05
Supercedes: 1/1/04

1. PRODUCT AND COMPANY IDENTIFICATION

Product Name: STAINLESS STEEL ALLOY
Chemical Name: Metal Alloy
Synonyms: Stainless Steel Alloys
Chemical Family: Metal/Mixture
Formula: Not applicable - mixture
Product Use: Metallurgical Products

COMPANY ADDRESS	MSDS Control Group Olin Brass and Winchester 427 North Shamrock St. East Alton, IL 62024- 1197 www.olinbrass.com olinmsds@olin.com	TECHNICAL INFORMATION: 618-258-3507	EMERGENCY TELEPHONE NUMBER: 1-888-2891-911
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2. COMPOSITION/INFORMATION ON INGREDIENTS

CAS Number	Components	% By Weight	EINECS/ ELINCS #	EU Classification	
				Symbol	R-Phrase
7440-47-3	Chromium (non- hexavalent)	16 - 30	231-157-5	None	None
7439-89-6	Iron	1 - 33	231-096-4	None	None
7439-98-7	Molybdenum	1 - 5	231-107-2	None	None
7439-96-5	Manganese	1 - 5	231-105-1	None	None
7440-02-0	Nickel	6 - 25	231-111-4	Xn	R 40-43
7440-21-3	Silicon	0.15- 2	231-130-8	None	None

OSHA REGULATORY STATUS: In solid form, not hazardous. Dust or fume: carcinogen, irritant, lung toxin, neurotoxin, sensitizer

In solid form, this material is not hazardous. Dust and fumes are hazardous materials.

3. HAZARDS IDENTIFICATION

WARNING!

EXPOSURE TO DUST OR FUMES CAN CAUSE EYE, SKIN AND RESPIRATORY TRACT IRRITATION. EXPOSURE TO DUST OR FUMES CAN CAUSE RESPIRATORY SYSTEM DAMAGE. CONTAINS A MATERIAL WHICH MAY CAUSE NERVOUS SYSTEM EFFECTS. MAY CAUSE AN ALLERGIC SKIN AND/OR RESPIRATORY REACTION. CONTAINS A MATERIAL WHICH MAY CAUSE CANCER. USE ONLY WITH ADEQUATE VENTILATION. AVOID CONTACT WITH EYES, SKIN AND CLOTHING. WASH THOROUGHLY AFTER HANDLING.

HAZARD RATINGS (for dust or fume)	Degree of hazard (0 = low, 4 = extreme)	
Hazardous Materials Identification System (HMIS)	Health: 2*	Flammability: 0
National Fire Protection Association (NFPA)	Mixture. Not rated.	Physical Hazard: None



5. FIRE FIGHTING MEASURES

PROPERTY	VALUE	PROPERTY	VALUE
Explosive	No	Flammable	No
Combustible	No	Pyrophoric	No
Flash Point (°C):	Not applicable	Burning Rate of Material:	Not applicable
Lower Explosive Limit:	Not applicable	Autoignition Temp.:	Not applicable
Upper Explosive Limit:	Not applicable	Flammability Classification: (defined by 29 CFR 1910.1200)	Not applicable

UNUSUAL FIRE AND EXPLOSION HAZARDS: EXTINGUISHING MEDIA:

Dust may cause an ignitable and/or an explosive atmosphere. For localized powder fires, smother with dry sand, dry dolomite, sodium chloride or soda ash. Use fire-extinguishing media appropriate to fight surrounding fire. None required.

SPECIAL FIREFIGHTING PROCEDURES:

6. ACCIDENTAL RELEASE MEASURES

FOR ALL TRANSPORTATION ACCIDENTS, CALL CHEMTREC AT 800-424-9300. In dust form, this product may be an explosion hazard. Remove all sources of ignition. Dust of fume may be suppressed by the use of a local exhaust system. Dispose of per guidelines under Section 13, WASTE DISPOSAL.

7. HANDLING AND STORAGE

HANDLING:

Avoid dispersion of dust in air.

STORAGE:

No special requirements.

Shelf Life Limitations:

None known.

Incompatible Materials for Packaging:

None known.

Incompatible Materials for Storage or Transport:

None known.

OTHER PRECAUTIONS:

Do not shake clothing, rags or other items to remove dust. Dust should be removed by washing or HEPA vacuuming.

8. EXPOSURE CONTROLS/PERSONAL PROTECTION

CAS #	CHEMICAL NAME	ACGIH TLV	OSHA PEL	INTERNATIONAL OELS
7440-47-3	Chromium (non-hexavalent)	0.5 mg/m ³	1 mg/m ³	Belgium, Denmark, France, Japan, Netherlands, Sweden, U.K. - 0.5 mg/m ³ Finland - 0.1 mg/m ³
7440-02-0	Nickel	1.5 mg/m ³ (inhalable)	1 mg/m ³	Germany, MAK = 1 mg/m ³ Canada (B.C.), Czechoslovakia, Denmark, Norway - 0.05 mg/m ³ , KI, sensitizer Poland = 0.25 mg/m ³ Ireland, Sweden, Switzerland, U.K. = 0.5 mg/m ³ Belgium, Canada (Alberta & others), Finland, Japan, Mexico, Netherlands - 1 mg/m ³ Portugal = 1.5 mg/m ³
7439-89-6	Iron	None established	None established	None established
7439-98-7	Molybdenum	10 mg/m ³ (inhalable) 3 mg/m ³ (respirable)	None established	None established
7439-96-5	Manganese	0.2 mg/m ³	Ceiling - 5 mg/m ³	Belgium, Denmark, Finland, France, Switzerland, U.K. - 1 mg/m ³ Sweden - 2.5 mg/m ³ Germany (MAX) - 0.5 mg/m ³
7440-21-3	Silicon*	10 mg/m ³	15 mg/m ³	Belgium, Denmark, France,



ACUTE ANIMAL TOXICITY DATA:

For Product:		For Components					
		Chromium	Iron	Molybdenum	Nickel	Manganese	Silicon
Oral LD ₅₀	Believed to be > 5 g/kg	27.5 mg/kg (rat)	30 g/kg (rat)	No data	> 5 g/kg (rat)	9 g/kg (rat)	3.16 g/kg (rat)
Dermal LD ₅₀	Believed to be > 2 g/kg	No data	No data	No data	> 7.5 g/kg (rabbit subcutaneous)	No data	No data
Inhalation LC ₅₀	Believed to be slightly to moderately toxic	87 mg/m ³ (4 hrs, rat)	No data	No data	> 12 mg/kg (rat, intratracheal)	No data	No data
Irritation	Eye and respiratory irritant	Respiratory and nasal irritant	Eye irritant	No data	Respiratory irritant, skin sensitizer	Mild skin & eye irritant	Eye, skin, respiratory irritant

SUBCHRONIC/ CHRONIC TOXICITY: CARCINOGENICITY:

No information for product.
In laboratory animal studies, chronic exposure to high concentrations of nickel has caused an increase in lung and nasal tumors. The International Agency for Research on Cancer (IARC) has classified nickel as possibly carcinogenic to humans, group 2B. The National Toxicology Program (NTP) classifies nickel as a known human carcinogen.

MUTAGENICITY:

This product is not known or reported to be mutagenic. Nickel has been shown to be mutagenic in in vitro studies.

REPRODUCTIVE, TERATOGENICITY, OR DEVELOPMENTAL EFFECTS:

This product is not known or reported to cause reproductive or developmental effects. Exposure of male rats to high concentrations of nickel caused testicular degeneration. However, symptoms of systemic toxicity including severe weight loss, were also observed at the same concentrations indicating that the testicular effects were secondary to the frank toxicity. This product is not known or reported to cause neurological effects. Chronic exposure to very high concentrations of manganese dust has caused nervous system effects including muscle weakness, tremors, and behavioral changes in humans.

NEUROLOGICAL EFFECTS:

INTERACTIONS WITH OTHER CHEMICALS WHICH ENHANCE TOXICITY:

None known or reported.

12. ECOLOGICAL INFORMATION

ECOTOXICITY: No data is available on this product. Individual constituents are as follows:

Nickel: 96 hr LC₅₀, rainbow trout = 31.7 mg/L; 96 hr LC₅₀, fathead minnow = 3.1 mg/L; 72 hr EC₅₀, freshwater algae (4 species): = 0.1 mg/L; 96 hr LC₅₀, Daphnia = 0.51 mg/L

Chromium: Daphnia magna, 48 hr. LC₅₀ = 0.022 mg/L; Fathead minnow, 96 hr LC₅₀ = 39 mg/L

MOBILITY: No data

PERSISTENCE/DEGRADABILITY: No data

BIOACCUMULATION: Chromium, BCF = 10 after 24 days in trout.



13. DISPOSAL CONSIDERATIONS

If this product becomes a waste, it DOES NOT meet the criteria of a hazardous waste as defined under 40 CFR 261, in that it does not exhibit the characteristics of hazardous waste of Subpart C, nor is it listed as a hazardous waste under Subpart D. Care must be taken to prevent environmental contamination from the use of this material. The user of this material has the responsibility to dispose of unused material, residues and containers in compliance with all relevant local, state and Federal laws and regulations regarding treatment, storage and disposal for hazardous and non-hazardous wastes. This product may be a candidate for metal reclamation.

14. TRANSPORT INFORMATION

	U.S. DOT	RID/ADR	IMDG	IATA	IMO	Canada TDG
PROPER SHIPPING NAME:	Not regulated					
HAZARD CLASS:						
UN NO.:						
PACKING GROUP:						
LABEL:						
REPORTABLE QUANTITY:						

15. REGULATORY INFORMATION

US FEDERAL

TSCA	The components of this product are listed on the Toxic Substance Control Act inventory.				
CERCLA:	Nickel, R.Q. = 100 lbs; Chromium, R.Q. = 5000 lbs. (No reporting is required if diameter of the pieces of metal is equal to or exceeds 100 micrometers (0.004 inches)).				
SARA 313:	Nickel, Chromium, Manganese				
SARA 313 Hazard Class:	Health: For dust or fume only	Acute - Yes, Chronic - Yes	Fire: None	Reactivity: None	Release of Pressure: None
SARA 302 EHS List:	None of the components of this product are listed.				

RQ = Reportable Quantity

STATE RIGHT-TO-KNOW STATUS

Component	*CA Prop. 65	New Jersey	Pennsylvania	Massachusetts	Michigan
Nickel	X	X	X	X	X
Chromium (non-hexavalent)	Not listed	X	X	X	X
Iron	Not listed	Not listed	Not listed	Not listed	Not listed
Molybdenum	Not listed	Not listed	X	X	Not listed
Manganese	Not listed	X	X	X	Not listed
Silicon	Not listed	Not listed	X	X	Not listed

* WARNING: This product contains detectable amounts of a chemical(s) known to the State of California to cause cancer and/or birth defects or other reproductive harm."

EUROPEAN REGULATIONS

This material is classified as: Xn, Harmful. However, this material in its massive solid form is not required to be labeled under EC regulations.

German WGR Classification: Unknown

CANADIAN REGULATIONS

DSL LIST: The components of this product are on the DSL or are exempt from reporting under the New Substances Notification Regulations.
IDL: Nickel, Chromium, Manganese, Molybdenum

CHEMETCO CHICAGO WAREHOUSE 1-(800) 444-5564

23566

1/03/00

TYPE	OUR	CONT	NO	MATERIAL	WT/UNT	PRICE	CARRIER	AMOUNT
FIN		689011		TINNED CU WIRE / PLETINUS	22093#	65.00	010300	\$14,360.
FIN		689021		TINNED CU WIRE / PLETINUS	9958#	61.00	010300	6,074.
FIN		689031		TIN PLATED 70/30 SHOVEL	6178#	52.00	010300	3,212.

METALSTAMP
 24219 S. NOTHERN ILLINOIS DR.
 CHANNAKON IL
 60410 0000

\$23,647.

CHEMETCO CHICAGO WAREHOUSE 1-(800) 444-5584

23566

1/03/00

TYPE OUR CONT NO MATERIAL

WT/LNT PRICE CARRIER AM

FIN	689011	TINNED CU WIRE / PLETINUS	22093#	C 65.00	010300	\$14,36
FIN	689021	TINNED CU WIRE / PLETINUS	9958#	C 61.00	010300	6,07
FIN	689031	TIN PLATED 70/30 SHOVEL	6178#	C 52.00	010300	3,21

METALSTAMP
24219 S. NOTHERN ILLINOIS DR.
CHANNAHON IL
60410 0000

\$23,64

CHEMETCO, INC. 1-(800) 444-5584
CHICAGO WAREHOUSE



60-12610

No.

M 235

PAY

23,647.39

DATE

1/03/00

DOLLARS \$

*23,647.39

TO THE
ORDER
OF

METALSTAMP
24219 S. NOTHERN ILLINOIS DR.
CHANNAHON IL
60410 0000

[Signature]
AUTHORIZED SIGNATURE

#023566# 0081500193# 350702684#



DESIGN • STAMPINGS • TOOLING

24219 NORTHERN ILLINOIS DR. • CHANNAHON, IL 60410 • 815-467-7800

Customer's Order No.		Date <u>12-30</u> 19 <u>99</u>	
Sold To <u>CHEMETCO</u>			
Address <u>16400 S. LATHROP, HARVEY, IL 60426</u>			
Ship To			
Address			
SOLD BY	CASH	CHARGE	C.O.D. VIA
			<u>GREAT LAKES TRANS</u>
		<input type="checkbox"/> PREPAID <input type="checkbox"/> COLLECT	
QTY	DESCRIPTION	PRICE	AMOUNT
1	6 TIN PLATED 210		
2	2926-55=2871#N		
3	3169-69=3100#N		
4	3897-84=3813#N		
5	4225-60=4165#N		
6	4230-76=4154#N		
7	4070-113=3957#N		
8			
9	3 MISC PLATED 194		
10	3238-50=3188#N		
11	5083-104=4979#N		
12	1852-52=1800#N		
13			
14		TAX	
15		TOTAL	

Handwritten notes: 2200, 4411

33493

Rec'd By _____

G50-56 NEMARICH GRAPHIC & SUPPLY • JOLIET, IL 60434 8038-40



24219 NORTHERN ILLINOIS DR. • CHANNAHON, IL 60410 • 815-467-7800

Customer's Order No.		Date <u>12-30</u> 19 <u>99</u>	
Sold To <u>CHEMETCO</u>			
Address <u>16400 S. LATHROP, HARVEY, IL 60426</u>			
Ship To			
Address			
SOLD BY	CASH	CHARGE	C.O.D. VIA <u>GREAT LAKES TRAVEL</u>
		<input type="checkbox"/> PREPAID <input type="checkbox"/> COLLECT	

#	QUANTITY	DESCRIPTION	UNIT	PRICE	AMOUNT
1		<u>TIN PLATED 260</u>			
2		<u>1749-70 = 1679#N</u>			
3		<u>2731-54 = 2677#N</u>			
4		<u>1894-66 = 1828#N</u>			
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
TAX					
TOTAL					

All claims and returned goods MUST be accompanied by this bill.

33494
Rec'd By _____

G8D-58

EMMERTON GRAPHIC & SUPPLY - JOLIET, IL 60434

4826-16



From the desk of

MACY HARMON
SHIPPING & RECEIVING

TO: 12/29/99 DATE TIME PM

SUBJECT: FOR JACK HARMON
C/Memo to →

Alloy 110	-	14,931	→	73	10,899.63
Lin 510-8	-	5,468	→	69	3,772.92
✓ Lin 210	-	22,060	→	65	14,339.00
Misc 194	-	8167	→	61	4,981.87
* Lin 260	-	4356	→	52	2,265.12
Alloy 360	-	4401	→	62	2,728.62
Lin 510	-	2495	→	69	1,721.55
Ni PLT ⁰⁸⁻⁸²⁵⁷¹² 210	-	1720	→	62	10,664.40
* BECU 172 Ni PLT 200	→	66			132.00
					\$41,907.11
		63,798 NET			65,000 [#] G

*none to add

Telephone 815/467-7800 • FAX 815/467-7838

Original - Not Negotiable

STRAIGHT BILL OF LADING

SHORT FORM

GREAT LAKES TRAVS

Carrier's Pre No. _____
 Shipper's Bill of Lading No. _____
 Consignee's Reference No. _____
 Carrier's Code (SSAD) _____

(Name of Carrier)

This B/L is subject to individually determined rates or contracts that have been agreed upon in writing between the carrier and shipper, if applicable, and to the rates, classifications and rules that have been established by the carrier and are available to the shipper, as required.

Date 12/30/99 From 24219 NORTHERN ILLINOIS DR

The property described below, in apparent good order, except as noted (contents and condition of contents of packages unknown), marked, consigned, and delivered as indicated below, which said carrier (the "carrier" being understood throughout this contract as meaning any person or corporation in possession of the property under the contract), agrees to carry to its usual place of delivery, and to deliver to another carrier on the way to said destination. It is mutually agreed, as to each carrier of all or any portion of said property over all or any portion of said route to destination, that the carrier party to this bill of lading shall be liable for any said property, that every service to be performed hereunder shall be subject to all the terms and conditions of the Uniform Domestic Straight Bill of Lading set forth (1) in Official, Southern, Western and Illinois Freight Classification in effect on the date hereof, if this is a rail or a rail-water shipment, or (2) in the applicable water carrier classification or tariff if this is a motor carrier shipment.

Shipper hereby certifies that he is familiar with all the terms and conditions of the said bill of lading, including those on the back thereof, set forth in the classification or tariff which governs the transportation of the shipment, and the said terms and conditions are hereby agreed to by the shipper and accepted for himself and his assigns.

Consigned to CHEMETCO

(Full or street address of consignee - For purposes of certification only)

Destination HARVEY State IL Zip 60424 County _____

Delivery Address 16400 S. LATHROP

* To be filled in only when shipper desires and consents to bill of lading for delivery thereof.

Rate _____

Offering Carrier _____ Car or Vehicle Initials _____ No. _____

No. Packages	Kind of Package, Description of Articles, Special Marks, and Exceptions	Weight Shipped to Consignee	Class or Rate	Amount Collected
2 SKIDS	SCRAP BRASS, COPPER	39,064#		
	NMFC 30760 CLASS 55			
	PS# 33493 & PS# 33494			

Subject to Section 7 of Conditions of applicable bill of lading, if this shipment is to be delivered to the consignee without recourse on the consignee, the consignee shall sign the following statement:
 The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

(Signature of Consignee)
 Freight charges are PREPAID unless marked collect. CHECK BOX IF COLLECT ☐

Received \$ _____
 to apply in payment of the charges on the property described herein.

Agent or Clerk _____

By _____
 (The signature here acknowledges only the amount prepaid.)

Charges Advanced: _____

If the shipment moves between two ports by a carrier by water, the law requires that the bill of lading state whether it is carrier's or shipper's weight.
 NOTE - Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property, as agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding _____ per _____

Liability Limitation for loss or damage on this shipment may be applicable. See 49 U.S.C. § 14706(c)(1)(A) and (B).

The blue boxes used for this shipment conform to the specifications set forth in the box maker's certificate thereon, and all other requirements of the Consolidated Freight Classification.

Shipper, Per Harmon EB#E14 Agent, Per 12-30-99

Shipment post-office address of shipper _____

UNIFORM

Copyrighted Material - Form 300, Southern, Inc. Made in U.S.A.

44-301 • Triplicate
 44-302 • Quadruplicate

CHEMETCO CHICAGO WAREHOUSE 1-(800) 444-5584
23587

1/05/00

PE OUR CONT NO MATERIAL

WT/UNT	PRICE	CARRIER	AMOUNT
1715#	65.00	010300	\$1,114.75
207#	66.00	010300	136.62
15585#	73.00	010300	11,377.05
2488#	69.00	010300	1,716.72
4389#	62.00	010300	2,721.18
2182#	62.00	010300	1,352.84
5452#	69.00	010300	3,761.88

METALSTAMP

\$22,181.04

24219 S. NOTHERN ILLINOIS DR.

CHANNADON

IL

60410 0000

CHEMETCO CHICAGO WAREHOUSE 1-(800)444-5584

1/05/00

TYPE	OUR	CONT	NO	MATERIAL	WT/UNT	PRICE	CARRIER	AMOUN
N		715020		TINNED CU WIRE / PLETINUS	1715#	C 65.00	010300	\$1,114.7
FIN		715030		NO. 2 COPPER / NO. 2 TUBO	207#	C 66.00	010300	136.6
FIN		715060		BARLEY BARE WIRE/MILLBERR	15585#	C 73.00	010300	11,377.0
FIN		715040		PHOS GRADE "A"	2488#	C 69.00	010300	1,716.7
FIN		715010		70/30 BRASS - 70/30 LATON	4389#	C 62.00	010300	2,721.1
FIN		715070		AU PRECIOUS METAL	2182#	C 62.00	010300	1,352.8
FIN		715050		PHOS GRADE "A"	5452#	C 69.00	010300	3,761.8

METALSTAMP
24219 S. NOTHERN ILLINOIS DR.
CHANNANON IL
60410 0000

\$22,181.0

CHEMETCO, INC. 1-(800)444-5584
CHICAGO WAREHOUSE

 **Commerce Bank**
Member FDIC

01-01/015

No. M 23587

PAY ***22,181.04 *** DATE 1/05/00
DOLLARS \$ 22,181.04

TO THE ORDER OF METALSTAMP
24219 S. NOTHERN ILLINOIS DR.
CHANNANON IL
60410 0000


AUTHORIZED SIGNATURE

PO 23587 60815004931 350702684

24219 NORTHERN ILLINOIS DR. • CHANNAHON, IL 60410 • 815-467-7800

MS 000195



DESIGN • STAMPINGS • TOOLING

24219 NORTHERN ILLINOIS DR. • CHANNAHON, IL 60410 • 815-487-7800

Customer's Order No.		Date <u>12-30</u> 19 <u>99</u>	
Sold To <u>CHEMETCO</u>			
Address <u>16400 S. LATROP, HARVEY, IL 60426</u>			
Ship To			
Address			
SOLD BY	CASH	CHARGE	C.O.D. VIA
			<u>GREAT LAKES TRANS.</u>
		<input type="checkbox"/> PREPAID <input type="checkbox"/> COLLECT	
QTY	GRAPHIC	DESCRIPTION	PRICE
1	1	ALLOY 260	
2		4478-77 = 4401 #N	/
3			
4	1	TIN 510	
5		2563-68 = 2495 #N	/
6			
7	1	NI PLATED 210	
8		1749-29 = 1720 #N	/
9			
10	1	NI PLATED 260 W/AL	
11		2252-42 = 2190 #N	/
12			
13			
14		TAX	
15		TOTAL	

ALL items are returned (except MUST be accompanied by this bill)

33489
Rec'd By _____

GSD-58

MINARCH GRAPHIC & SUPPLY - JOLIET, IL 60434

4029-40

original - Not Negotiable

STRAIGHT BILL OF LADING

SHORT FORM

GREAT LAKES TRANS.

Carrier's Pre No. _____
 Shipper's Bill of Lading No. _____
 Consignor's Reference No. _____
 Carrier's Code (SEAC) _____

(Name of Carrier)

THIS B/L is subject to individually determined rates or contracts that have been agreed upon in writing between the carrier and shipper, if applicable. It is subject to the rates, classifications and rules that have been established by the carrier and are available to the shipper on request.

It is hereby agreed that the property described below, in apparent good order, except as noted (contents and condition of contents of packages unknown), marked, counted, sealed, weighed and measured as indicated below, which will be delivered to the carrier by the shipper, is to be delivered to the consignee at the place and date specified below, which will be delivered to the consignee at the place and date specified below, which will be delivered to the consignee at the place and date specified below.

to property described below, in apparent good order, except as noted (contents and condition of contents of packages unknown), marked, counted, sealed, weighed and measured as indicated below, which will be delivered to the carrier by the shipper, is to be delivered to the consignee at the place and date specified below, which will be delivered to the consignee at the place and date specified below, which will be delivered to the consignee at the place and date specified below.

Shipper hereby certifies that he is familiar with all the terms and conditions of the said bill of lading, including those on the back thereof, and that he is the owner of the property described herein, and that he is the owner of the property described herein, and that he is the owner of the property described herein.

assigned to CHEMETCO

destination HARVEY State IL Zip 60426 County _____

Delivery Address * 16400 S. LAHNCO

to be filed in all other cases where desired and approved by the carrier for delivery thereof

Following Carrier _____ Car or Vehicle Initials _____ No. _____

No. Packages	Kind of Package, Description of Article, Special Marks, and Exceptions	Weight (Subject to Variation)	Class or Rate	Check Column	Subject to Section 7 of Conditions of applicable bill of lading, if this shipment is to be delivered to the consignee without recourse on the consignor, the consignee shall sign the following statement: The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.
11SKIDS	SCRAP, BRASS, BRONZE, COPPER	32,898#			
	NMFC 30760 CLASS 55				
	PS# 33488 & 33489				
	COLLECT				

If the shipment moves between two parts by a carrier by water, the law requires that the bill of lading state whether it is carrier's or shipper's weight. NOTE - Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property. An agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding _____ per _____

Liability Limitation for loss or damage on this shipment may be applicable. See 49 U.S.C. § 14706(c)(1)(A) and (B).

The filing herein used for this shipment conforms to the specifications set forth in the box maker's certificate thereon, and all other requirements of the Consolidated Freight Classification.

Signature of Shipper Harmon Shipper, For _____ Agent, For 12-130-144

nearest post-office address of shipper _____

REDIFORM Carbonless Speedlist® Forms
 Rollform, Inc. Made in U.S.A.

44-301 • Triplicate
 44-302 • Quadruplicate

CHEMETCO CHICAGO WAREHOUSE 1-(800) 444-5554 23663

1/25/00

PE OUR CONT NO MATERIAL

WT/UNT	PRICE	CARRIER	AMOUNT
16964#	69.00	012000	\$11,705.16
6389#	66.00	012000	4,216.74
2211#	74.00	012000	1,636.14
2872#	30.00	012000	861.60
2387#	74.00	012000	1,766.38

METALSTAMP

24219 S. NOTHERN ILLINOIS DR.

CHANNAHON

IL

60410 0000

\$20,186.02

CHEMETCO CHICAGO WAREHOUSE 1-(800)444-5584 23663

1/25/00

TYPE	OUR	CONT	NO	MATERIAL	WT/UNT	PRICE	CARRIER	AMOUN
FIN		1734011		TINNED CU WIRE / PLETINUS	16964#	C 59.00	012000	\$11,705.1
FIN		1734021		TINNED CU WIRE / PLETINUS	6389#	C 66.00	012000	4,216.7
FIN		1734031		PHOS GRADE "A"	2211#	C 74.00	012000	1,636.1
FIN		1734030		D. D. 302, 303, 304 / 18-8	2872#	C 30.00	012000	861.6
FIN		1734041		PHOS GRADE "A"	2387#	C 74.00	012000	1,766.3

METALSTAMP
24219 S. NORTHERN ILLINOIS DR.
CHANNAHON IL
60410 0000

\$20,186.0

CHEMETCO, INC. 1-(800)444-5584
CHICAGO WAREHOUSE



20-42015

No.

M 23663

PAY ***20,186.02 ***

DATE 1/25/00

DOLLARS \$ 20,186.02

TO THE ORDER OF METALSTAMP
24219 S. NORTHERN ILLINOIS DR.
CHANNAHON IL
60410 0000

[Handwritten Signature]
AUTHORIZED SIGNATURE

⑈023663⑈ ⑆081500493⑆ 350202681⑈



24219 NORTHERN ILLINOIS DR. • CHANNAHON, IL 60410 • 815-467-7800

Customer's Order No. _____ Date 1-18 20
19

Sold To CHEMETCO

Address 16400 S LATHROP HARVEY IL 60426

Ship To _____

Address _____

SOLD BY _____ CASH _____ CHARGE _____ C.O.D. _____ VIA GREAT LAKES TRANS ☐ PREPAID ☐ COLLECT

QTY	PLATE #	STAMP DESIGN	RE CD	AMOUNT
1	1	STAINLESS 304		
2		2941-66=2875#N		
3				
4	1	TIN PLATED 510-8		
5		2290-71=2219#N		
6				
7	1	TIN PLATED 510		
8		2447-55=2382#N		
9				
10	1	FORD E-VAP		
11		ALL PLATED 194	3/14/00	
12		1837-56=1781#N	LT	
13				
14		TAX		
15		TOTAL		

All claims and returned goods MUST be accompanied by this bill

33623

Rec'd By _____

850-38

MINARIEN GRAPHIC & SUPPLY - JOLIET, IL 61781

4085-40



DESIGN • STAMPINGS • TOOLING

24219 NORTHERN ILLINOIS DR. • CHANNAHON, IL 60410 • 815-457-7800

Customer's Order No.		Date		1-18 2010	
Sold To CHEMETCO					
Address 16400 S. LATHROP					
HARVEY, IL 60426					
Ship To					
Address					
SOLD BY	CASH	CHARGE	C.O.D.	VIA	<input type="checkbox"/> PREPAID <input type="checkbox"/> COLLECT
					GREAT LAKES TRANS
	QUANTITY	DESCRIPTION		PRICE	AMOUNT
1	3	TIN PLATED 638			
2		2477-85 = 2392 #N			
3		2063-72 = 1991 #N			
4		2095-82 = 2015 #N			
5					
6		TIN PLATED 210			
7		2657-85 = 2572 #N			
8		2706-79 = 2627 #N			
9		2553-63 = 2490 #N			
10		3275-66 = 3209 #N			
11		2245-69 = 2176 #N			
12		4014-90 = 3924 #N			
13					
14		TAX			
15		TOTAL			
<div style="display: flex; justify-content: space-between;"> 33624 Rec'd By _____ </div>					

030-56

MINARD GRAPHIC & SUPPLY • JOLIET, IL 60434

ISSN-20

Original - Not Negotiable

STRAIGHT BILL OF LADING GREAT LAKES TRANS

SHORT FORM

Carrier's Pre No. _____
Shipper's Bill of Lading No. _____
Commodity's Reference/PO No. _____
Carrier's Code (SCAC) _____

(Place of Carrier)

THIS B/L is subject to individually determined rates or conditions that have been agreed upon in writing between the carrier and shipper. (If applicable, shippers to the rates, classifications and rules that have been established by the carrier and are available to the shipper, on request.)

METALSTAMP, INC.

Date 1-18-00 From 24219 NORTHERN ILLINOIS DR

is properly described below, in apparent good order, except as noted (contents and condition of contents of packages unknown), marked, consigned, and destination (as noted below, which will apply the word carrier being understood throughout this contract as meaning any person or corporation in possession of the property under the contract), agrees to carry to its usual place of delivery at its expense, subject to its right to deliver to another carrier on its way to said destination. It is mutually agreed, as to each carrier of all or any of said property over all or any portion of said route to destination, and as to each party at any time increased in all or any said property, that every service is performed hereunder shall be subject to all the terms and conditions of the Uniform Domestic Straight Bill of Lading set forth (1) in Official, Standard, Western and Illinois Freight Classification is effect on the date hereof, if this is a rail or a rail-water shipment, or (2) in the applicable motor carrier classification or tariff if this is a motor carrier shipment.

Shipper hereby certifies that he is familiar with all the terms and conditions of the said bill of lading, including those on the back thereof, and that he has accepted the classification or tariff which governs the transportation of the shipment, and the said terms and conditions are hereby agreed to by the shipper and accepted for himself and his consignee.

Shipped to CHEMETCO

(Print or street address of consignee - For purposes of notification only)

Destination HARVEY State IL Zip 60426 County _____

Delivery Address * 16400 S. LATHROP

* To be filled in only when shipper desires and guaranteeing facilities provided for delivery thereon

Notes

Receiving Carrier

Car or Vehicle Initials

No.

No. Packages	Kind of Package, Description of Articles, Special Marks, and Exceptions	WEIGHT (Subject to Correction)	Class or Rate	Check Colours
1 SKIDS	SCRAP: COPPER, BRASS, BRONZE NAPC 30760 CLASS 55	33600 #		
	PS# 33623 QL PS# 33624			

Subject to Section 7 of Conditions of applicable bill of lading, if this shipment is to be delivered to the consignee without recourse on the consignee, the carrier shall sign the following statement:
The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

(Signature of Consignee)

Freight charges are PREPAID unless marked collect. ☐ CHECK BOX IF COLLECT ☐

Received \$ _____
to apply in prepayment of the charges on the property described herein.

Agent or Cashier

For (The signature here acknowledges only the amount received.)

Charge Advanced

\$ _____
Shipper's Impire in line of stamp; not a part of Bill of Lading approved by the Interstate Commerce Commission.

If the shipment moves between two ports by a carrier by water, the law requires that the bill of lading state whether it is master's or shipper's weight.

NOTE - Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property.

to appear on declared value of the property is hereby specifically stated by the shipper to be not exceeding _____ per

Liability Limitation for loss or damage on this shipment may be applicable. See 49 U.S.C. § 14706 (X)(1)(A) and (B).

The above issues meet for this shipment conform to the specifications set forth in the box under's certificate (series), and a further requirement of the Commodity Freight Classification.

Racoon

Shipper, Per

[Signature]

1-18-00 Agent, Per

1

Forward post-office address of shipper

REDIFORM

Cardboard Speedist® Forms
Rediform, Inc. Made in U.S.A.

44-301-Triplicate
44-302-Quadruplicate

FROM : COZZI IRON & METAL
FAX: 815/487-7884

FAX NO. :

Date: 01/14/2000 Time: 3:34:02 PM

Jan. 17 2000 18:48PM P2

Page 1 of 1



METAL STAMP INC.
DESIGN • STAMPING • TOOLING
24218 Northern Illinois Drive • Channahon, IL 60410
Telephone 815/487-7880 • FAX 815/487-7884

*CHOMETCO
TO PICKUP*

FACSIMILE COVER PAGE

To: Jeff Cohen	From: Tom Skibinski
Fax #: 1-773-650-6419	Fax #: 1-815-487-7884
Company: Cozzi	Tel #: 815 487-7800

Subject:	
Sent: 01/14/2000 at 3:34:06 PM	Pages: 1 (including cover)

MESSAGE:

Please bid on the following load by Monday 1/17/00 4pm

Tin plated 210	13,074 lbs	64 3/4	— 69	—
Tin plated 638	6,386 lbs	71 1/2	— 66	—
Tin plated 6188	2,210 lbs	72 1/2	— 74	—
Tin plated 610	2,392 lbs	72 1/2	— 74	—
Stainless 304	2,876 lbs	33	— 30	—

COZZI	CHOMETCO
8465.42	7021.06
4573.14	4201.36
1608.78	1642.06
1726.95	1762.68
948.75	860.50
<u>17,323.04</u>	<u>17,589.66</u>

*+ 1 BOX FORD EVAP SCRAP
EST 2.35/LB*

1862 3

FORD EVAP

CHEMETCO CHICAGO WAREHOUSE 1-(800) 444-5584

23698

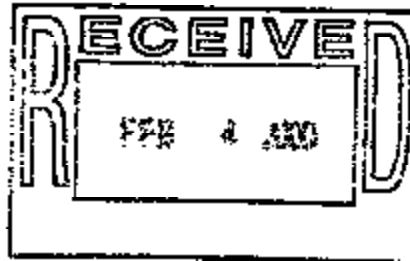
2/03/00

TYPE OUR CONT NO MATERIAL

WT/UNT PRICE CARRIER

AMOUNT

FIN	2832010	TINNED CU WIRE / PLETINUS	10545#	/C	68.00	2/3/00	\$7,170.60
FIN	2832021	BARLEY BARE WIRE/MILLBERR	9026#	/C	78.00	2/3/00	7,040.28
FIN	2832030	70/30 BRASS - 70/30 LATON	9072#	/C	64.00	2/3/00	5,806.08



METALSTAMP

24219 S. NOTHERN ILLINOIS DR.

CHANNAHON

60410 0000

IL

\$20,016.96

CHEMETCO CHICAGO WAREHOUSE 1-(800) 444-5564

23698

2/03/00

TYPE OUR CONT NO MATERIAL

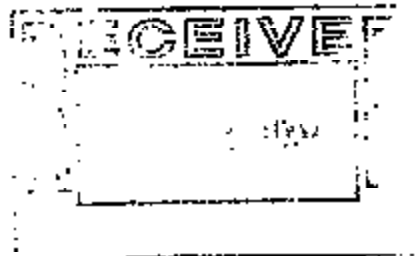
WT/UNT

PRICE

CARRIER

AMOUNT

IN	2832010	TINNED CU WIRE / PLETINUS	10545#	C 68.00	2/3/00	\$7,170.1
FIN	2832021	BARLEY BARE WIRE/MILLBERR	9026#	C 78.00	2/3/00	7,040.1
FIN	2832030	70/30 BRASS - 70/30 LATON	9072#	C 64.00	2/3/00	5,806.1



METALSTAMP
24219 S. NOTHERN ILLINOIS DR.
CHANNADON IL
60410 0000

\$20,016.1

CHEMETCO, INC. 1-(800)444-5564
CHICAGO WAREHOUSE



00-407115

No.

M 23698

PAY ***20,016.96 ***

DATE

2/03/00

DOLLARS \$

*20,016.96

TO THE
ORDER
OF

METALSTAMP
24219 S. NOTHERN ILLINOIS DR.
CHANNADON IL
60410 0000

[Signature]
AUTHORIZED SIGNATURE

023698 00815004930 350702684

CHEMETCO CHICAGO WAREHOUSE 1-800-447-5564

2/03/00

TYPE	OUR CONT	NO MATERIAL	WT/UNT	PRICE	CARRIER	AMOUNT
FIN	2697010	TINNED CU WIRE / PLETINUS	1805#	69.00	020200	\$1,245.45
FIN	2697020	TINNED CU WIRE / PLETINUS	4609#	67.00	020200	3,088.03
FIN	2697050	PHOS GRADE "A"	5694#	75.00	020200	4,327.44
FIN	2697040	TIN PLATED 70/30 SHOVEL	6602#	57.00	020200	3,763.14
FIN	2697060	TIN PLATED 70/30 FLUFF	552#	50.00	020200	276.00
FIN	2697031	TINNED CU WIRE / PLETINUS	1417#	67.00	020200	949.35
FIN	2697070	PHOS GRADE "A"	3553#	75.00	020200	2,700.28

METALSTAMP
24219 S. NOTHERN ILLINOIS DR.
CHANNAHON IL
60410 0000



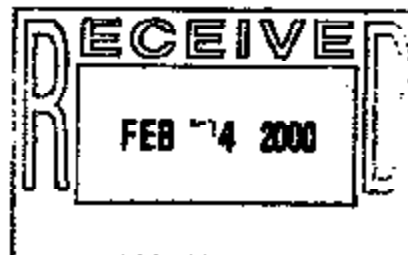
\$16,349.73

CHEMETCO CHICAGO WAREHOUSE 1-(800)444-6584

2/03/00

TYPE	OUR	CONT	NO	MATERIAL	WT/UNT	PRICE	CARRIER	AMOUN
FIN		2697010		TINNED CU WIRE / PLETINUS	1805#	C 69.00	020200	\$1,245.4
FIN		2697020		TINNED CU WIRE / PLETINUS	4609#	C 67.00	020200	3,088.0
FIN		2697050		PHOS GRADE "A"	5694#	C 76.00	020200	4,327.4
FIN		2697040		TIN PLATED 70/30 SHOVEL	6602#	C 57.00	020200	3,763.1
FIN		2697060		TIN PLATED 70/30 FLUFF	552#	C 50.00	020200	276.0
FIN		2697031		TINNED CU WIRE / PLETINUS	1417#	C 67.00	020200	949.2
FIN		2697070		PHOS GRADE "A"	3553#	C 76.00	020200	2,700.2

METALSTAMP
24219 S. NORTHERN ILLINOIS DR.
CHANNAHON IL
60410 0000



\$16,349.7

CHEMETCO, INC. 1-(800)444-6584
CHICAGO WAREHOUSE



00-48/013

No. M 23697

PAY ***16,349.73 ***

DATE 2/03/00

DOLLARS \$ *16,349.73

TO THE ORDER OF
METALSTAMP
24219 S. NORTHERN ILLINOIS DR.
CHANNAHON IL
60410 0000

[Signature]

AUTHORIZED SIGNATURE

⑆023697⑆ ⑆081500493⑆ 350702684⑆



24219 NORTHERN ILLINOIS DR. • CHANNAHON, IL 60410 • 815-467-7800

Customer's Order No.		Date <u>2-1 2000</u>	
Sold To <u>CHEMETCO</u>			
Address <u>16400 S. LATHROP HARVEY, IL 60426</u>			
Ship To			
Address			
SOLD BY	CASH	CHARGE	C.O.D. VIA <u>GREAT LAKES TRANS</u>
		<input type="checkbox"/> PREPAID <input type="checkbox"/> COLLECT	
QTY	DESCRIPTION	PRICE	AMOUNT
3	TIN PLATED 510-8		
	1838-68=1770#N		
	2420-99=2321#N		
	11670-55=1415#N		
	<u>5.70</u>		
4	TIN PLATED 260		
	2226-51=2175#N		
	2450-54=2396#N		
	2130-81=2049#N		
	1622-66=556#N (COILED)		
1	TIN PLATED 510		
	3625-69=3557#N		
		TAX	
		TOTAL	
All claims and returned goods MUST be accompanied by this bill.			
33660		Rec'd By _____	

GSD-58

STAMPING GRAPHIC & SUPPLY • JOLIET, IL 60434

4000-10



DESIGN • STAMPINGS • TOOLING

24219 NORTHERN ILLINOIS DR. • CHANNAHON, IL 60410 • 815-487-7800

Customer's Order No.		Date		2-1 2000	
Sold To CHEMETCO					
Address 16400 S. LATHROP, HARVEY, IL 60426					
Ship To					
Address					
SOLD BY	CASH	CHARGE	C.O.D.	VIA	<input type="checkbox"/> PREPAID <input type="checkbox"/> COLLECT
				GREAT LAKES TRANS	
QTY	DESCRIPTION	PRICE	AMOUNT		
1	MISC PLATED 260 w/AN	3114.00			
2	3102-97=3005#N	64.			
3					
4	TIN PLATED 194				
5	1487-67=1420#N				
6					
7	STAINLESS STEEL 304	2117.00			
8	2115-46=2069#N	64.			
9					
10	TIN PLATED 110				
11	1873-67=1806#N				
12	MISC PLATED 194				
13	2347-66=2301#N				
14	2368-51=2317#N				
15	TOTAL	4678			
All claims and returned goods MUST be accompanied by this bill.					
33661		Rec'd By _____			

650-59

MILWAUKEE GRAPHIC & SUPPLY • JOLIET, IL 60434

4803-A0



DESIGN • STAMPINGS • TOOLING

24219 NORTHERN ILLINOIS DR. • CHANNAHON, IL 60410 • 815-487-7800

Customer's Order No. _____ Date 2-2 2000

Sold To CHEMETCO

Address 16400 S LATHROP HARVEY, IL 60426

Ship To _____

Address _____

SOLD BY _____ CASH _____ CHARGE _____ C.O.D. _____ VIA GREAT LAKES TRANS ☐ PREPAID ☐ COLLECT

QTY	PLATINUM	DESCRIPTION	PRICE	AMOUNT
1	4	TIN PLATED 210		
2		1916-70=1846#N		
3	1	2408-76=2332#N		
4		3135-73=3062#N		
5		3396-72=3324#N		
6				
7	3	ALLOY 110		
8		4188-78=4110#N		
9		2596-75=2521#N		
10		2491-85=2406#N		
11				
12	1	ALLOY 260 PLATED BY AN 3/16/00		
13		1716-99=1617#N		
14		TAX		
15		TOTAL		

ALL claims and returned goods MUST be accompanied by this bill.

33671

Rec'd By _____

GSD-58

CHANNON GRAPHIC & SUPPLY - JOLIET, IL 60434

MS-AD



24219 NORTHERN ILLINOIS DR. • CHANNAHON, IL 60410 • 815-467-7800

Customer's Order No.		Date		2-2 2010	
Sold To CHEMETCO					
Address 16400 S. LATHROP HARVEY, IL 60426					
Ship To					
Address					
SOLD BY	CASH	CHARGE	C.O.D.	VIA	<input type="checkbox"/> PREPAID <input type="checkbox"/> COLLECT
GREAT LAKES TRANS					
QTY	DESCRIPTION	UNIT	AMOUNT		
1	3	ALLOY 260			
2		4233-63 = 4170 #N			
3		1815-95 = 1720 #N			
4		3128-68 = 3060 #N			
5					
6					
7					
8					
9					
10					
11					
12					
13					
14	TAX				
15	TOTAL				
ALL items and returned goods MUST be accompanied by this bill					
33672		Rec'd By			

QSD-88

MINARICH GRAPHIC & SUPPLY • JOLIET, IL 62434

4038-60

Original - Not Negotiable

STRAIGHT BILL OF LADING

SHORT FORM

GREAT LAKES TRAIL

Carrier's Pro No. _____
 Shipper's Bill of Lading No. _____
 Consignor's Reference No. _____
 Carrier's Code (SCAC) _____

(Name of Carrier)

RECEIVED, subject to individually determined rates or contracts that have been agreed upon in writing between the carrier and shipper, if applicable, otherwise to the rates, classifications and rules that have been established by the carrier and are available to the shipper, on request:

METALSTAMP, INC.

at

Date 2-2-00 From 24219 NORTHERN ILLINOIS DR.

the property described below, in apparent good order, except as noted (contents and condition of contents of packages unknown), marked, counted and delivered as indicated below, which said goods (the word carrier being understood throughout this contract as meaning any person or corporation in possession of the property under the contract), agree to carry to its usual place of destination, and to each party at any time thereafter, in all of any said delivery, that every service to be performed hereunder shall be subject to all the terms and conditions of the Uniform Domestic Straight Bill of Lading set forth (1) in Official, Southern, Western and Illinois Freight Classification in effect on the date hereof, if this is a rail or a rail-water shipment, or (2) in the applicable motor carrier classification or tariff if this is a motor carrier shipment.

Shipper hereby certifies that he is familiar with all the terms and conditions of the said bill of lading, including those on the back thereof, set forth in the classification or tariff which governs the transportation of this shipment, and the said terms and conditions are hereby agreed to by the shipper and accepted for himself and his assigns.

Consigned to CHEMETCO

(Full or street address of consignee - For purposes of notification of delivery)

Destination HARVEY State IL Zip 60426

Delivery Address 16400 S. LATHROP

A To be filled in only when shipper desires and governing tariffs provide for delivery after

Route S.B.#814 2-2-00

Following Carrier

Car or Vehicle Initials

No.

Package	Kind of Package, Description of Articles, Special Marks, and Exceptions	Weight (Subject to Correction)	Class or Rate	Check Columns
11 SKIDS	SCRAP: BRASS, COPPER	30022#		
	NMFC 30760 CLASS 55			
	P/S #33671 & P/S 33672			

Subject to Section 7 of Conditions of applicability bill of lading, if this shipment is to be delivered to the consignee without recourse on the consignee the consignee shall sign the following statement: The carrier shall not make delivery of this shipment without payment of freight and all of (tariff) charges.

(Signature of Consignee)

Freight charges are PREPAID unless checked collect. CHECK BOX IF COLLECT C

Received \$ _____ to apply to payment of the charges on the property described herein.

Agent or Cashier

For (The signature here acknowledges only the actual payment.)

Charges Advanced:

\$ _____ (Shipper's initials in line of stamp; not a part of Bill of Lading approved by the Interstate Commerce Commission)

* If the shipment moves between two ports by a carrier by water, the law requires that the bill of lading state whether it is carrier's or shipper's weight. NOTE: Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property. The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding per

Liability Limitation for loss or damage on this shipment may be applicable. See 49 U.S.C. § 14706(c)(1)(A) and (B).

**The filing boxes used for this shipment conform to the specifications set forth in the box number's certificate thereon, and all other requirements of the Consolidated Freight Classification.

Harrison Shipper, Per

Agent, Per

Prepayment post-office address of shipper

REDIFORM

Continuation Specialist- Form
 Rediform, Inc. Made in U.S.A.

44-301-Triplicate
 44-302-Quadruplicate

Highway - Not Regulated

STRAIGHT BILL OF LADING

SHORT FORM

Carrier's Pro No. _____
 Shipper's Bill of Lading No. _____
 Consignment's Reference No. _____
 Carrier's Code (State) _____

GREAT LAKES TRANS

(Name of Carrier)

METALSTAMP INC.

24219 NORTHERN ILLINOIS DR

CHANDLER, IL 60410

Bill of Lading, subject to individually determined rates or contracts that have been agreed upon in writing between the carrier and shipper, if applicable, otherwise to the rates, classifications and rules that have been established by the carrier and are available to the shipper on request.

It

Date 2-1-00 From

to property described below, in apparent good order, except as noted (contents and condition of contents of packages unknown), marked, consigned, and destined as indicated below, which said carrier (the word carrier being understood throughout this contract to mean any person or corporation in possession of the property under the contract), agrees to carry to its usual place of delivery at said destination, if on its route, otherwise to deliver to another carrier on its line to said destination. It is mutually agreed, as to each carrier of all or any of said property over all or any portion of said route to destination, and as to each party in any time interested in all or any said property, that every service is a performed hereunder shall be subject to all the terms and conditions of the Uniform Consular Straight Bill of Lading set forth (1) in Official, Southern, Western and Marine Freight Classification in effect on the date hereof, if this is a rail or a rail-water shipment, or (2) in the applicable motor carrier classification or tariff if this is a motor carrier shipment.

Shipper hereby certifies that he is familiar with all the terms and conditions of the said bill of lading, including those on the back hereof, and that in the classification or tariff which governs the transportation of his shipment, and the said terms and conditions are hereby agreed to by the shipper and accepted for himself and his assigns.

Designated to CHEMETCO

(Full or street address of consignee - For purposes of notification only)

Destination HARVEY State IL Zip 60126 County _____

Delivery Address 16400 S. LAMAR

to be filled in only when shipper desires such preceding bill to provide for delivery thereat

Route _____

Following Carrier _____

Car or Vehicle Initials _____

Line _____

No. Packages	Kind of Package, Description of Articles, Special Marks, and Exceptions	Weight (Subject to Exception)	Class or Rate	Stack Column
<u>45KGS</u>	<u>SCRAP, BRASS, BRONZE, COPPER</u>	<u>30.215#</u>		
	<u>CLASS 55 NAFC 30760</u>			
	<u>PS# 33660, PS# 33661</u>			

Subject to Section 7 of Conditions of applicable bill of lading, if this shipment is to be delivered to the consignee without recourse to the consignee, the consignee shall sign the following statement:
 The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

(Signature of Consignee)

Freight charges are PREPAID unless marked collect. ☐ COLLECT ☐ NOT PREPAID ☐

Received \$ _____
 to apply in prepayment of the charges on the property described hereon.

Agent or Carrier

By _____
 (The signature here acknowledges only the contents of this bill.)

Charges Advanced:

\$ _____
 (Shipper's interest in line of stamp; not a part of Bill of Lading approved by the Interstate Commerce Commission)

If the shipment moves between two ports by a carrier by water, the law requires that the bill of lading state whether it is carrier's or shipper's weight.
 NOTE: When the rate is dependent on weight, shippers are required to state specifically in writing the agreed or declared value of the property.
 An agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding per _____

Liability Limitation for loss or damage on this shipment may be applicable. See 49 U.S.C. § 14706(c)(1)(A) and (B).

The above lower section of this shipment conforms to the specifications set forth in the box under's certificate charges and all other requirements of the Consolidated Freight Classification.

Signature Harrison Shipper, Per Ray Agent, Per 2-1-2000

1

Street post-office address of shipper _____

REDIFORM

Carbonless Speediset® Forms
 Rediform, Inc. Made in U.S.A.

44-301-Triplicate
 44-302-Quadruplicate



PO7
20 K
SAVINGS
2/2/00

From the desk of

MACY HARMON
SHIPPING & RECEIVING

TO: _____ DATE: _____ TIME: _____ AM/PM
SUBJECT: _____

1345.20	76	•	TIN 5108	1838-68=1770	•	STAINLESS	2115-46=2069	30	620.
2702.56	76	•	TIN 510	3625-69=3556	•	TIN 5108	2420-99=2321	76	1763.9
1255.28	68	✓	TIN 210	1916-70=1846	•	MISC 194	2347-66=2301	67	1541.6
1923.20	64	•	MISC 260/WALL	3102-97=3005	•	MISC 194	2368-51=2317	67	1552.3
1239.75	57	•	TIN 260	²²²⁴ 2224 989-51=938	✓	TIN 210	3135-73=3062	68	2082.
1365.72	57	•	TIN 260	2450-54=2396	✓	TIN 110	1873-67=1806	69	1246.1
951.40	67	•	TIN 194	1487-67=1420	✓	ALLOY 260	1815-95=1720	64	1100.
278	50-57	•	TIN 260	^{COIL} 602-66=536	✓	ALLOY 260	3128-68=3060	64	1158.
1167.93	57	•	TIN 260	2130-81=2049	✓	DIGITAL AL	1120-92=1028		
1585.76	68	✓	TIN 210	2409-76=2332	✓	DIGITAL AL	716-99=617		
3205.80	78	✓	ALLOY 110	4188-78=4110	✓	TIN 210	3396-72=3324	68	2260.
1966.38	78	✓	ALLOY 110	2596-75=2521	•	TIN 510-8	1670-55=1615	76	1227.1
2668.80	64	✓	ALLOY 260	4233-63=4170					
1876.68	78	✓	ALLOY 110	2191-85=2106					

Telephone 815/467-7800 • FAX 815/467-7838

58,524
38,886.38
1851
27.38
216 PAGES
3-20-10

CHEMETCO CHICAGO WAREHOUSE 1-(800) 444-5564
23754

2/17/00

TYPE	OUR	CONT	NO	MATERIAL	WT/UNT	PRICE	CARRIER	AMOUNT
FIN		2697090		D.D. 302, 303, 304 / 18-8	2062#	30.00	020200	\$618.6
FIN		3324020		TINNED CU WIRE / PLETINUS	10213#	67.00	021600	6,842.7
FIN		3324011		PHOS GRADE "A"	2822#	74.00	021600	2,088.8
FIN		3324030		TINNED CU WIRE / PLETINUS	6647#	66.00	021600	4,387.0
FIN		3324040		TINNED CU WIRE / PLETINUS	4324#	63.00	021600	2,724.1
FIN		3324050		BARLEY BARE WIRE/MILLBERR	7231#	77.00	021600	5,567.8
FIN		3324060		TIN PLATED 70/30 SHOVEL	3543#	56.00	021600	1,984.0

METALSTAMP
24219 S. NOTHERN ILLINOIS DR.
CHANNADON IL
60410 0000

\$24,212.6



DESIGN • STAMPINGS • TOOLING

24218 NORTHERN ILLINOIS DR. • CHANNAHON, IL 60410 • 815-467-7800

Customer's Order No.		Date <u>2-14-2000</u>	
Sold To <u>CHEMETCO</u>			
Address <u>16400 S. LATHROP, HAWLEY, IL 60124</u>			
Ship To			
Address			
SOLD BY	CASH	CHARGE	C.O.D. VIA <u>GREAT LAKES TAX</u> <input type="checkbox"/> PREPAID <input type="checkbox"/> COLLECT
1	QUANTITY	DESCRIPTION	PRICE
1	1	TIN PLATED 510	
2		2890-66=2824#N	
3			
4	1	TIN PLATED 510-8	3/14/00
5		2856-89=2867#N	OK
6			
7	1	TIN PLATED 260	
8		3624-77=3547#	
9			
10	1	ALUMINUM 3003	3/14/00
11		575-46=529#N	OK
12			
13		Other items	
14		TAX	
15		TOTAL	
All claims and returned goods MUST be accompanied by this bill.			
33772 Rec'd By _____			

QSD-58

RESEARCH GRAPHIC & SUPPLY • JOLIET, IL 60434

MSD-48



DESIGN • STAMPINGS • TOOLING

24219 NORTHERN ILLINOIS DR. • CHANNAHON, IL 60410 • 815-467-7800

Customer's Order No.		Date <u>2-14-2000</u>													
Sold To <u>CHEMETCO</u>															
Address <u>16400 S. LATHROP HARVEY IL 60426</u>															
Ship To															
Address															
<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:15%;">SOLD BY</td> <td style="width:15%;">CASH</td> <td style="width:15%;">CHARGE</td> <td style="width:15%;">C.O.D.</td> <td style="width:15%;">VIA</td> <td style="width:15%;"></td> </tr> <tr> <td colspan="5" style="text-align:center;"><u>GREAT LAKES TRANS</u></td> <td> <input type="checkbox"/> PREPAID <input type="checkbox"/> COLLECT </td> </tr> </table>	SOLD BY	CASH	CHARGE	C.O.D.	VIA		<u>GREAT LAKES TRANS</u>					<input type="checkbox"/> PREPAID <input type="checkbox"/> COLLECT			
SOLD BY	CASH	CHARGE	C.O.D.	VIA											
<u>GREAT LAKES TRANS</u>					<input type="checkbox"/> PREPAID <input type="checkbox"/> COLLECT										
1	2	DESCRIPTION	PRICE	AMOUNT											
1	2	FORD EVAP													
2		1445-83=1362#N													
3		689-42=647#N	3/14/00												
4			OK.												
5	4	TIN PLATED 210													
6		1175-39=1136#N													
7		2656-40=2575#N													
8		3035-59=2976#N													
9		3589-51=3538#N	10/2/05												
10															
11															
12															
13															
14		TAX													
15		TOTAL													

All claims and returned goods MUST be accompanied by this bill.

33774
Rec'd By _____

G50-58

MINARCH GRAPHIC & SUPPLY - JOLIET, IL 62524

488-10

Original - Not Negotiable

STRAIGHT BILL OF LADING

GREAT LAKES TRANS
(Name of Carrier)

Shipper's No. _____

Carrier's No. _____

RECEIVED, subject to the classifications and tariffs in effect on the date of the issue of the Bill of Lading.

of

2-14-2000

From

METALSTAMP, INC.

24219 NORTHERN ILLINOIS DR.

CHANDLER, IL 60410

the property described below, in apparent good order, except as noted hereon, and conditions of carriage of packages unknown to carrier, and to said carrier (the word carrier being understood throughout this contract as meaning any person or corporation to whom the property is consigned, or to whom the carrier is to deliver to another carrier on a route to said destination, it is mutually agreed, as to each carrier of all or any of said property, that the carrier of said property, and as to each party to any time increased in all or any of said property, that every service to be performed hereunder shall be subject to all the terms and conditions of the Uniform Domestic Straight Bill of Lading set forth in Official, Southern, Western and Illinois Freight Classification in effect on the date thereof, if this is not or rail-water shipment, or (2) in the applicable motor carrier classification or tariff if this is a motor carrier shipment.

Shipper hereby certifies that he is familiar with all the terms and conditions of the said bill of lading, including those on the back thereof, and hereby the classification or tariff which governs the transportation of this shipment, and the said terms and conditions are hereby agreed to by the shipper and accepted for himself and his assigns.

Consigned to CHESTER

Bill of lading address at consignee - For purpose of notification only

Destination HARVEY

State IL

Zip

60426

County

Delivery

Address * 16400 S. LATHROP

* To be filled in only when shipper desires and guarantee tariffs provide for delivery thereon

Route _____

Delivering Carrier

Car or Vehicle Initials

No.

No. Packages	Kind of Packages, Description of Articles, Special Markings, and Exceptions	WEIGHT (Subject to Correction)	Class or Rate	Charge Column
<u>1 SKIDS</u>	<u>SCRAP: COPPER, BRASS, BRONZE</u>	<u>38,228#</u>		
	<u>NMFC 30760 CLASS 55</u>			
	<u>PS# 33774, 33773, 33772</u>			

Subject to Section 7 of Conditions of applicable bill of lading, if this shipment is to be delivered to the consignee without recourse on the consignee the carrier shall sign the following statement:
The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

(Signature of Consignor)

If charges are to be prepaid, write or stamp here "To be Prepaid."

Received \$ _____ to apply in prepayment of the charges on this property described herein.

Agent or Carrier

For (The signature here acknowledges only the amount prepaid.)

Charge Advanced

S. _____
* Shipper's imprint in lieu of stamp not a part of Bill of Lading approved by the Interstate Commerce Commission

* If the shipment moves between two parts by a carrier by train, the law requires that the bill of lading shall state whether it is carrier's or shipper's weight.

NOTE - Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property.

The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding _____ per _____

The above boxes used for this shipment conform to the specifications set forth in the last master's certificate of classification, and all other requirements of the Consolidated Freight Classification.

Harvey

Shipper, For

James
Agent, For

Permanent post office address of shipper: _____

Wilson-James

Carbonless Sump-A-Way® Forms
ACED USA, Inc.

44-301 - Triplicate
44-302 - Quoteduplicate

Tom Skibinski

From: Macy Hamon
Sent: Thursday, February 10, 2000 12:01 PM
To: Tom Skibinski
Subject: READY TO SHIP SCRAP

	CHC-00750	
TIN 510 2824# -	.74	2,489.74
TIN 210 10225# -	.67	1,850.75
MISC 194 8538#	.66	4,313.74
TIN 638 4330#	.63	2,727.90
ALLOY 110 2887# *	.77	2,222.99
TIN 280 3547#	.56	1,984.32
AL 3003 529#	.50	244.50
FORD E-VAP 1352#	OK	

*Jonathan to
PICK UP 2/14/00*

TIN 510-8 (FILLING NOW APPROX WGHT @ 2700#) 76 7.0 1,998.00

NOTES: * MORE TO BE ADDED

Question:

Are we going to receive scrap boxes from whoever pick up the scrap this time or are
we going to continue waiting on the boxes from kankakee container?

THANK YOU

APPROX \$22,453.98

(BIO) 44-558

1400

1:47 PM
12/26/2011[illegible]

2429700

RECEIVED
MAR 1 - 2000

三、

\$3,128.64

METALSTAN
 2201 S. 9TH
 CHANDLER
 60410 0000

23808

2/29/00

TYPE OUR CONT NO MATERIAL

		WT/UNT	PRICE	CARRIER	AMOUNT
FIN	3988020 TINNED CU WIRE / PLETINUS	8656#	C 67.00	022500	\$5,799.52
FIN	3988012 D. D. 302, 303, 304 / 18-B	2492#	C 28.00	022500	697.76
FIN	3988040 TINNED CU WIRE / PLETINUS	5544#	C 66.00	022500	3,659.04
FIN	3988050 PHOS GRADE "A"	4546#	C 74.00	022500	3,364.04
FIN	3988060 TIN PLATED 70/30 SHOVEL	1689#	C 56.00	022500	945.84
FIN	3988080 TINNED CU WIRE / PLETINUS	765#	C 63.00	022500	481.95
FIN	3988090 BARLEY BARE WIRE/MILLBERR	1965#	C 76.00	022500	1,493.40
FIN	3988070 PHOS GRADE "A"	4965#	C 74.00	022500	3,674.10
FIN	3988100 EDM WIRE	1976#	C 37.00	022500	731.12
FIN	3988110 TINNED CU WIRE / PLETINUS	2503#	C 66.00	022500	1,651.98

METALSTAMP

24219 S. NOTHERN ILLINOIS DR.

CHANNAHON

IL

60410 0000

\$22,498.75

23808

2/29/00

TYPE OUR CONT NO MATERIAL

		WT/UNT	PRICE	CARRIER	AMOUNT
FIN	3988020 TINNED CU WIRE / PLETINUS	8656#	C 67.00	022500	\$5,799.52
FIN	3988012 D. D. 302, 303, 304 / 18-B	2492#	C 28.00	022500	697.76
FIN	3988040 TINNED CU WIRE / PLETINUS	5544#	C 66.00	022500	3,659.04
FIN	3988050 PHOS GRADE "A"	4546#	C 74.00	022500	3,364.04
FIN	3988060 TIN PLATED 70/30 SHOVEL	1689#	C 56.00	022500	945.84
FIN	3988080 TINNED CU WIRE / PLETINUS	765#	C 63.00	022500	481.95
FIN	3988090 BARLEY BARE WIRE/MILLBERR	1965#	C 76.00	022500	1,493.40
FIN	3988070 PHOS GRADE "A"	4965#	C 74.00	022500	3,674.10
FIN	3988100 EDM WIRE	1976#	C 37.00	022500	731.12
FIN	3988110 TINNED CU WIRE / PLETINUS	2503#	C 66.00	022500	1,651.98

METALSTAMP

24219 S. NOTHERN ILLINOIS DR.

CHANNAHON

IL

60410 0000

\$22,498.75

M 23808

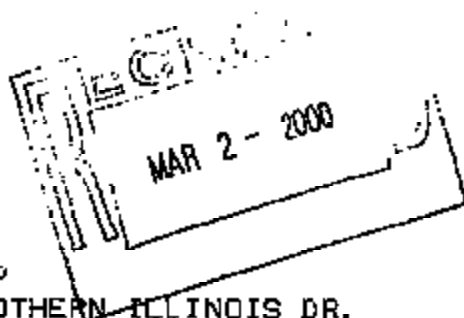
** ***VOID*** **

CHEMETCO CHICAGO WAREHOUSE 1-(800) 444-5584

23808

2/29/00

TYPE	OUR	CONT	NO	MATERIAL	WT/UNT	PRICE	CARRIER	AMOUNT
FIN				3994010 NO. 2 COPPER / NO. 2 TUBO	1236#	C 68.00	022500	1840.48
FIN				3988120 70/30 BRASS - 70/30 LATON	829#	C 63.00	022500	522.27
FIN				4319011 70/30 BRASS - 70/30 LATON	2603#	C 63.00	022500	1,765.89



METALSTAMP
24219 S. NOTHERN ILLINOIS DR.
CHANNADON IL
60410 0000

\$3,128.64

CHEMETCO, INC. 1-(800)444-5584
CHICAGO WAREHOUSE

 **Commerce Bank**^{NA}
Kansas City, Missouri

80-40/015

No.

N 23808

DATE

2/29/00

PAY

***25,627.39 ***

DOLLARS \$

*25,627.39

TO THE
ORDER
OF

METALSTAMP
24219 S. NOTHERN ILLINDIS DR.
CHANNADON IL
60410 0000


AUTHORIZED SIGNATURE

⑈023808⑈ ⑈081500493⑈

350702684⑈



METALSTAMP INC.

DESIGN • STAMPINGS • TOOLING

24219 NORTHERN ILLINOIS DR. • CHANNAKON, IL 60410 • 815-467-7800

Customer's Order No.		Date <u>2-23-2000</u>	
Sold To <u>CHEMETCO</u>			
Address <u>16400 S. LINCOLN HWY. IL 60428</u>			
Ship To			
Address			
SOLD BY	CASH	CHARGE	C.O.D. VIA
			<u>CREDIT LINES TRAMP</u>
		C. PREPAID D. COLLECT	
QTY	DESCRIPTION	PRICE	AMOUNT
1	<u>304-57200000</u>		
2	<u>255-57200000</u>		
3			
4	<u>5 PIN PLATED 210</u>		
5	<u>1798-51-1722</u>		
6	<u>1833-29-1304</u>		
7	<u>1504-52-1484</u>		
8	<u>1330-53-1277</u>		
9	<u>2220-51-2869</u>		
10			
11	<u>MISC PLATED 260 BY AL</u>		
12	<u>4219-71-1418</u>		
13			
		TAX	
		TOTAL	
All claims and returned goods MUST be accompanied by this bill.			
33797		Rec'd By	

Q50-58

MINARCH GRAPHIC & SUPPLY • JOLIET, IL 62550

D. 4820-AD

MS 000223



METALSTAMP INC.

DESIGN • STAMPINGS • TOOLING

24219 NORTHERN ILLINOIS DR. • CHANNAHON, IL 60410 • 815-487-7800

Customer's Order No.		Date <u>2-23-2000</u>		
Sold To <u>CHEMETCO</u>				
Address <u>16400 S. CANTROP, HARVEY, IL 60124</u>				
Ship To				
Address				
PAID BY	CASH	CHARGE	C.O.D. VIA	
			<u>GREAT LAKES TRAVEL</u> <input type="checkbox"/> PREPAID <input type="checkbox"/> COLLECT	
QTY	QUANTITY	DESCRIPTION	PRICE	AMOUNT
1	3	MISC. PLATED 1948		
2		2293-85 = 2205 #		
3		1527-53 = 1474 #		
4		1902-34 = 1868 #		
5				
6	3	TIN PLATED 510-8		
7		1006-58 = 948 #		
8		1785-51 = 1634 #		
9		1971-55 = 1916 #		
10				
11	1	TIN PLATED 260		
12		1741-51 = 1690 #		
13				
14		TAX		
15		TOTAL		

All claims and returned goods MUST be accompanied by this bill.

33798 Rec'd By _____

QSD-36

MIRAMON GRAPHIC & SUPPLY - JOLIET, IL 60434

4003-20



METALSTAMP inc.

DESIGN • STAMPINGS • TOOLING

24219 NORTHERN ILLINOIS DR. • CHANNAHON, IL 60410 • 815-467-7800

Customer's Order No.		Date	
Sold To		2-23-2000	
Address			
Ship To			
Address			
SOLD BY	CASH	CHARGE	C.O.D. VIA
			CREDIT CARD TRANS
		<input type="checkbox"/> PREPAID <input type="checkbox"/> COLLECT	
QTY	DESCRIPTION	PRICE	AMOUNT
1	ALLOY 316		
2	1319-24 = 1285#		
3			
4	TIN PLATED 510		
5	3208-81 = 3127#		
6	1899-56 = 1843#		
7			
8	TIN PLATED 638		
9	816-51 = 765#		
10			
11	ALLOY 110		
12	2045-65 = 1980#		
13			
14		TAX	
15		TOTAL	
All claims and returned goods MUST be accompanied by this slip.			
33799		Rec'd By	

GSD-88

MINARCH GRAPHIC & SUPPLY - JOLIET, IL 62551

MS-88



METAL STAMP inc.

DESIGN • STAMPINGS • TOOLING

24219 NORTHERN ILLINOIS DR. • CHANNAHON, IL 60410 • 815-467-7800

Customer's Order No.		Date <u>2-23-2000</u>	
Sold To <u>CHEMETCO</u>			
Address <u>16400 S. CATHARIS HARVEY IL 60426</u>			
Ship To			
Address			
SOLD BY	CASH	CHARGE	C.O.D. VIA
			<u>CREDIT LINES TRANS</u>
			<input type="checkbox"/> PREPAID <input type="checkbox"/> COLLECT
QUANTITY	DESCRIPTION	PRICE	AMOUNT
1	BRASS WIRE (250#)		
2	2022-42=1980#		
3			
4	TIN PLATED 194		
5	2562-57=2505#		
6			
7	ALLOY 260		
8	2876-71=2805#		
9	813-53=830#		
10			
11			
12			
13			
14		TAX	
15		TOTAL	

All claims and returned goods MUST be accompanied by this bill.

33800 Rec'd By _____

GSD-58

MILWAUKEE GRAPHIC & SUPPLY • JOLIET, IL 60434

4529-A0

Original - Not Negotiable **STRAIGHT BILL OF LADING** **SHORT FORM**

GREAT LAKES TRANS

Carrier's Pre-Box
Shipper's Bill of Lading No.
Comptroller's Reference No.
Carrier's Code (BOL)

Place of Carrier

RECEIVED, subject to individually determined rates or contracts that have been agreed upon in writing between the carrier and shipper, if applicable, observation to the rates, classifications and other that have been established by the carrier and are available to the shipper, on request.

Date *2-13-2008* **METALSTAMP, INC.**

to property described below, in apparent good order, except as noted (contents and condition of contents of packages unknown), marked, counted, sealed, weighed, and packed by the carrier, which said carrier (the word carrier being understood throughout this contract as meaning any person or corporation in possession of the property under the contract), agrees to carry to its usual place of destination, and to take delivery of the property at its usual place of destination, and to take delivery of any other property, that every service to be performed hereunder shall be subject to all the terms and conditions of the Uniform Domestic Straight Bill of Lading set forth (1) in Official, Southern, Western and Illinois Freight Classification in effect on the date hereof, if this is a rail or a rail-water shipment, or (2) in the applicable motor carrier classification or tariff if this is a motor carrier shipment.

Shipper hereby certifies that he is familiar with all the terms and conditions of the said bill of lading, including those on the back thereof, set forth in the classification or tariff which governs the transportation of this shipment, and the said terms and conditions are hereby agreed to by the shipper and accepted for himself and his assigns.

Consigned to *CHEMETCO*

Destination *HARVEY* State *LA* County *JEFFERSON*

Delivery Address *11400 S. LARIBER*

★ To be filed in only when shipper desires and guaranteeing terms provide for delivery thereof.

Route

Delivering Carrier

Car or Vehicle Initials

No.

No. Packages	Kind of Package, Description of Articles, Special Marks, and Exceptions	WEIGHT (Subject to Certification)	Class or Rate	Check Certificate
<i>334103</i>	<i>Scrap Brass, Phosphor, Copper</i>	<i>45,478#</i>		
	<i>NAFC 33760 CLASS 55</i>			
	<i>PS# 33797, 33798, 33799</i>			
	<i>33800</i>			
	<i>COLLECT</i>			

Subject to Section 7 of Conditions of applicable M.O. of Lading, if this shipment is to be delivered to the consignee without receipt on the consignee, the consignee shall sign the following statement.

The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

(Signature of Consignee)

Freight charges are PREPAID unless marked collect. ☒ COLLECT.

Received \$ _____ to apply in payment of the charges on the property described hereon.

Agent or Carrier

For (The signature here acknowledges only the actual receipt.)

Charges Admitted

\$ _____

Shipper's Import is in stamp; not a part of Bill of Lading approved by the Interstate Commerce Commission.

If the shipment moves between two ports by a carrier by water, the law requires that the bill of lading state whether it is carrier's or shipper's weight.

NOTE - Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property.

The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding _____ per _____.

Liability Limitation for loss or damage on this shipment may be applicable. See 49 U.S.C. § 14706(c)(1)(A) and (B).

The bills of lading for this shipment conform to the specifications set forth in the box maker's certificate thereon, and all other regulations of the Consolidated Freight Classification.

Harrison Shipper, Per *S.B. #814* Agent, Per *1*

Forward post-office address of shipper

REDIFORM

Carroll's Standard Form
Rediform, Inc. Made in U.S.A.

44-301-Triplicate
44-302-Quadruplicate

Tom Skibinski

From: Macy Harmon
Sent: Saturday, February 19, 2000 10:08 AM
To: Tom Skibinski
Subject: SCRAP READY TO SHIP

THE TIME HAS COME TO RID OF ALL THE OLD SCRAP BOXES AND REPLACE THEM WITH THE NEW BOXES WE WILL BE PURCHASING. THE FOLLOWING SCRAP ITEMS ARE AS FOLLOW

STAINLESS 304-2493# .28	—	698.04
TIN PLTD 210-8881# .67		5802.87
MISC 260 w/ALU-4148# lbd est .60		3318.4 - ESTIMATE
MISC PLTD 194-3682# .68		2430.12
TIN PLTD 510-8-4548# .74		3365.52
TIN PLTD 260-1690# .56		946.40
ALLOY 210-1235# .68✓		839.80
TIN PLTD 510-4970# .74		3677.80
TIN PLTD 638-765# .63		481.95
ALLOY 110-1980# .78		1504.80
ALLOY 260 (WIRE CHIPS)-1880#	.37	732.60
TIN PLTD 194-2505# .66		1653.30
ALLOY 260-830# .63✓		522.9
TOTALS =		44,160 NET
		1,318 TARE
		45,478 GROSS
		25,974.50

PLEASE ADVISE, THANKS

** But 20K
 i LOC customer
 should now be
 approx 40K
 2/22/00*

CHEMETCO CHICAGO WAREHOUSE

3718700

PE	OUR	CONT	NO	MATERIAL	UNIT	PRICE	CARRIER	AMOUNT
IN		2697088		AU CREEP RESISTANT METAL	2999	0.8000	020200	\$2,399.20
IN		2832040		AU PRECIOUS METAL	6154	0.3000	021300	1,845.00
IN		3324088		PHOSPHORUS	2963	0.2400	021600	2,118.62
IN		3324070		AU PRECIOUS METAL	2007	0.2750	021600	5,519.65
IN		3324050		SEGREGATED CLIP 3003'S	520	0.5000	021600	254.00
IN		3988030		AU PRECIOUS METAL	4154	0.8000	022300	3,316.00

METAL STAMP

\$15,462.07

2421915 NORTHERN ILLINOIS DR.

PHANNAPORN

00419-0402

CHEMETCO CHICAGO WAREHOUSE 1-(800)444-5584 23897

3/16/00

PE OUR CONT NO MATERIAL	WT/UNT	PRICE	CARRIER	AMOUNT
IN 2697080 AU PRECIOUS METAL	2999#	C 80.00	020200	\$2,399.20
IN 2832040 AU PRECIOUS METAL	615#	C300.00	2/3/00	1,845.00
IN 3324060 PHOS GRADE "A"	2853#	C 74.00	021600	2,118.62
IN 3324070 AU PRECIOUS METAL	2007#	C275.00	021600	5,519.25
IN 3324090 SEGREGATED CLIP 3003'S	528#	C 50.00	021600	264.00
IN 3988030 AU PRECIOUS METAL	4145#	C 80.00	022500	3,316.00

METALSTAMP
24219 S. NOTHERN ILLINOIS DR.
CHANNADON IL
60410 0000

\$15,462.07

CHEMETCO, INC. 1-(800)444-5584
CHICAGO WAREHOUSE



80-48815

No.

M 23897

PAY ***15,462.07 ***

DATE 3/16/00

DOLLARS \$ *15,462.07

TO THE ORDER OF METALSTAMP
24219 S. NOTHERN ILLINOIS DR.
CHANNADON IL
60410 0000

Angela R. Day
AUTHORIZED SIGNATURE

⑈023897⑈ ⑆081500493⑆ 350702684⑈

1929.3
V.307 3/18



POT IN SAVINGS
2/2/00

STAINLESS +
PRECIOUS METALS
STILL COMING!

MACY HARMON
SHIPPING & RECEIVING

NO. DATE TIME AM PM

SUBJECT:

1345.20	76	• TIN 5108	1838-68=1770	• STAINLESS	215-46=2069	30	620.7
2702.56	76	• TIN 510	3625-69=3556	• TIN 5108	2420-99=2321	76	1763.96
1255.28	68	✓ TIN 210	1916-70=1846	• MISC 194	2347-66=2301	67	1541.67
923.20	64	• MISC 260/WAL	3102-97=3005	• MISC 194	2368-51=2317	67	1552.39
1239.75	57	• TIN 260	2224-51=2175	✓ TIN 210	3135-73=3062	68	2082.16
1365.72	57	• TIN 260	2450-54=2396	✓ TIN 110	1873-67=1806	69	1246.14
951.40	67	• TIN 194	1487-67=1420	✓ ALLOY 260	1815-95=1720	64	1100.80
278	50-57	• TIN 260	COIL 602-60=542	✓ ALLOY 260	3128-68=3060	64	1958.40
1167.93	57	• TIN 260	2130-81=2049	✓ DIGITAL AL	1120-92=1028		
1585.76	68	✓ TIN 210	2408-76=2332	✓ DIGITAL AL	716-99=617		
3205.80	78	✓ ALLOY 110	4188-78=4110	✓ TIN 210	3396-72=3324	68	2260.32
1966.38	78	✓ ALLOY 110	2596-75=2521	• TIN 510-8	1670-55=1615	76	1227.40
2668.80	64	✓ ALLOY 260	4233-63=4170				
1876.6878		✓ ALLOY 110	2411-85=2406				

Telephone 815/487-7500 • FAX 815/467-7538

✓ 2009# FORD EVAP
SHIPPED 2/14. ALSO

MS 000231

58,524
38,886.38
+ 1851
50,737.38
2/6 7:00 PM
3/1/00